

N. Y. S. PUBLIC EMPLOYMENT  
RELATIONS BOARD  
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MAR 12 1980

IN THE MATTER OF THE ARBITRATION BETWEEN:

TOWN OF GREENBURGH

-and-

TOWN OF GREENBURGH POLICE ASSN.

**CONCILIATION**

PANEL'S

AWARD and OPINION

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD :  
CASE NO. IA-101: M78-616

The PUBLIC ARBITRATION PANEL (hereinafter referred to as the "PANEL") composed of Police Appointee Al Sgaglione, Town Appointee Frank Reel, Esq. and Chairman Paul G. Kell, was appointed in accordance with the procedures of the New York State Public Employment Relations Board to inquire into the causes and circumstances of the continued impasse between the TOWN OF GREENBURGH (hereinafter referred to as the "TOWN") and the TOWN OF GREENBURGH POLICE ASSOCIATION (hereinafter referred to as the "POLICE"), and to render an Interest Arbitration Award.

Arbitration Hearings were held in Greenburgh, New York, on July 20, 1979 and July 27, 1979. Both Parties submitted Briefs and Reply Briefs. An additional Arbitration Hearing was held on December 28, 1979. All of the evidence having been presented, the Arbitration Hearing was accordingly closed on December 29, 1979.

The Panel met in executive session. After due and deliberate consideration of all the evidence, facts, exhibits, testimony, and documents presented by the Parties, the following is the Panel's Award.

APPEARANCES: FOR THE TOWN:

ARTHUR S. OLICK, ESQ. of Anderson, Russell, Kill & Olick, Esqs.  
Special Labor Counsel, Town of Greenburgh;  
ALBERT SCHNALL, Commissioner, Administrative Management Services;  
BARBARA ROSEN, Councilwoman;  
MARVIN BERRY, Comptroller;  
JACK CONEFRY, Manager, Main Lafrentz & Company.

FOR THE POLICE:

MORTON N. WEKSTEIN, ESQ. of Wekstein & Fulfree, Esqs., Attorney for  
the Police Association;  
JOHN KAPICA, President, Police Association;  
RONALD LAINO, Secretary, Police Association;  
EDWARD FENNEL, Financial Consultant.

IN GENERAL:

A. The dispute involves the continued impasse between the Town and the Police for an Agreement retroactive to January 1979. Pursuant to said continued impasse, on March 6, 1979 the New York State Public Employment Relations Board appointed the three man Public Arbitration Panel in accordance with Section 209.4 of the Civil Service Law. The Parties at the Arbitration Hearing agreed to a two year Agreement, and submitted a total of 28 issues, with 15 issues by the Police and 13 issues by the Town. The issues at impasse are:

Police Proposals:

Issue #1:	(Proposal #1)	Salaries
Issue #2:	(Proposal #4)	Basic Work Week
Issue #3:	(Proposal #5)	Night Differential
Issue #4:	(Proposal #6)	Overtime
Issue #5:	(Proposal #7)	Court time
Issue #6:	(Proposal #8)	Recall and Standby
Issue #7:	(Proposal #9)	Longevity
Issue #8:	(Proposal #10)	Holidays
Issue #9:	(Proposal #14)	Welfare Plan Contribution
Issue #10:	(Proposal #15)	Sick Leave
Issue #11:	(Proposal #16)	Uniform Replacement and Maintenance
Issue #12:	(Proposal #22)	Out-of-Title Pay
Issue #13:	(Proposal #26)	Training and Schooling
Issue #14:	(Proposal #27)	Joint Safety Committee
Issue #15:	(Proposal #28)	Grievance Procedure

Town Proposals:

Issue #16:	(Proposal #4)	Sick Leave Policy
Issue #17:	(Proposal #5)	Replacement of Welfare Fund/Cash Bonus
Issue #18:	(Proposal #10)	Convertibility of Unused Holidays
Issue #19:	(Proposal #13)	Limit Court Time
Issue #20:	(Proposal #14)	Selection of Alternate Carrier/Benefits
Issue #21:	(Proposal #15)	Longevity
Issue #22:	(Proposal #17)	Vehicle Maintenance
Issue #23:	(Proposal #19)	Payment for Courses
Issue #24:	(Proposal #22)	Court Appearances
Issue #25:	(Proposal #26)	Amount of Allowable Overtime
Issue #26:	(Proposal #28)	Personal Leave
Issue #27:	(Proposal #29)	Grievance Procedure
Issue #28:	(Proposal #30)	Wages and Salaries

B. At the Arbitration Hearing:

1. On Issue #25 (Amount of Allowable Overtime): the Police accept that claims for overtime be submitted by Thursday preceding a regular pay period, AND the Town withdraws its proposal for a maximum of 100 hours of accumulated overtime; therefore Issue #25 is settled.

2. On Issue #18 (Convertibility of Unused Holidays): the Town withdraws its proposal for convertibility of unused holidays; therefore Issue #18 is withdrawn.

C. The "Position" of the Parties is intended to reflect a summary of the Parties positions, and is not intended to be all inclusive. The "Discussion" of the Panel is intended to reflect some of the major evaluating factors used in the Award, and is not intended to be all inclusive.

D. In evaluating requests for economic improvements, the Panel, in addition to other criteria, has given weight to the CPI (Consumer Price Index); the position of the Police in relation to other Westchester County units; Police settlements in other Westchester County units; the financial position of the Town, including the tax structure, the ability to pay, and the total money contained in this Award.

E. In considering requests for changes in non-economic Contract language and Contract terms, the Panel, in addition to other criteria, has considered the need for those changes as witnessed by the evidence presented by the Parties; as well as the effect of those changes, and the problems that have arisen during the Contract term which necessitate, suggest, and support the changes.

F. PERTINENT SECTIONS OF STATUTORY PROVISIONS: SECTION 209.4:

(v) The public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to other relevant factors, the following:

a. comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in the public and private employment in comparable communities.

b. the interests and welfare of the public and the financial ability of the public employer to pay;

c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

G. The Panel has considered all the evidence, exhibits, facts, and testimony submitted by the Parties, including the testimony at the hearings, the Briefs and Reply Briefs. The Panel has weighed same against the statutory criteria contained in Section 209.4. The following contains the Panel's Award.

PROPOSALS, POSITION OF THE PARTIES, AND DISCUSSION:

ISSUE #1, SALARIES; AND ISSUE #28, WAGES AND SALARIES:

POLICE PROPOSAL:

A. An 8% increase for each year of a two year Agreement; with the first year salary adjustment to be retroactive to January 1, 1979. (8% to First Grade Patrolman, with existing differentials retained)

TOWN PROPOSAL:

A. A "very modest increase" in each of the two years. (percentage increase to First Grade Patrolman, with existing differentials retained, and with first year salary increase retroactive to January 1, 1979)

POSITION OF THE PARTIES:

The Police note that the proposed 8% increase would place the First Grade Patrolman salary at \$20,288.88 as of January 1, 1979, and \$21,911.99 as of January 1, 1980. The Police supports its position for the above salary adjustments along the following lines: that in each year of the previous Contract period the First Grade Patrolman received increases of 5%, which raised the

First Grade Patrolman from \$17,039 to \$17,891 on January 1, 1977, and which raised the First Grade Patrolman to \$18,786 on January 1, 1978; that during this period the CPI (Consumer Price Index) rose "11.6%"; that in order to keep pace with the CPI during this two year period, the First Grade Patrolman salary should have been \$19,015, or "\$229 more" than presently; and that in order to maintain the "buying power through 1979", the salary increase should be "nearly 14%" for 1979.

The Police argues that in addition to the rise in the CPI, the Panel should consider "additional increases" based upon the "enormous increase in productivity" during 1977 and 1978. The Police notes that while the Department was at its "greatest strength" in 1975 employing "108 full time police officers", manpower was "reduced" to its present strength of "99 police officers"; that there were "increased responses" in both 1977 and 1978; and that between 1976 and 1978, with "about 5% less manpower", the Police responded to "nearly 8%" more calls.

The Police also argues that "responses" are "not the only factor" when determining "increases in productivity"; that productivity is also measured by "uniform traffic tickets, physical arrests, emergency aide cases, and revenue derived by fines and forfeited bail". The Police notes that uniform traffic tickets increased in both 1977 and 1978, with an "overall increase of 217%"; that physical arrests increased in both 1977 and 1978, with a "total overall increase of 63%"; that the Police answered a "large number" of emergency aided cases which involve a "high injury risk potential" for officers, with said aided cases causing "approximately 25%" of all man days lost during 1977 and 1978; that revenues derived from fines and forfeited bail "increased 49%" between 1976 and 1979. The Police note that since all of the above was accomplished with a "manpower reduction of about 5%"

when compared to the 1975-1976 Department strength, they are "deserving of a productivity increase" in addition to a cost of living adjustment.

On the ability to pay, the Police notes that the Town has the "largest tax base" of any of the 16 County towns, with the prospects of said tax base "increasing significantly" within the next two years due to increased construction. The Police notes that the Town Supervisor has mentioned the "excellent financial condition" of the Town; that the Supervisor has projected a tax decrease for 1980, and the 1980 budget reflects same; that the Supervisor has mentioned a townwide budget surplus of \$235,000; that one of the factors causing last years tax increase was "many one time expenditures"; that while the 1980 budget shows an increase in the tax base, the Supervisor is quoted as saying that the tax base could increase by as much as \$20 million next year because of corporate development going on in the Town; that the proposed budget contains a "9.5% increase" for non-contract workers; that in the dispute between the Town and CSEA, a State Fact Finder recommended a salary increase of "21% over three years", and that the CSEA accepted a Town offer of a 5% salary increase; and that the recent settlement with the Teamsters involved a 7% settlement.

The Police also notes that the Town found the means to fund a salary increase for both CSEA and Teamsters, and found the means to increase funding for "recreation and other non-essential programs". The Police notes that the 1979 budget provides a contingency fund of \$180,000; that state aid per capita was underestimated by \$45,945; that the Town may receive \$32,000 in cash and \$83,000 in notes in back taxes from the bankrupt Penn Central Transportation Company; that there is presently \$250,000 in uncollected parking summonses; and that monies were budgeted but were not spent to hire additional police officers. The Police

notes that all of the above requires a finding that there is "more than sufficient" monies to fund the Police settlement. The Police also notes that the "nominal reserves" of the Town should be earmarked for "essential services"; that while between 1974 and 1979, the Town has budgeted increases of "over 50%" for recreation and the community center, and budgeted "additional appropriations" for programs and maintenance of parks, it did not provide salary increases for police officers; and that increases for the "essential police services" should have been provided.

The Police notes that comparisons should be made with other County police units; that a comparison should be made of the "total cash earnings", not just "direct salaries"; that when said comparison is made, it "destroys the myth" that the Police has the "best pay and fringe benefit package in the County". The Police notes that other areas such as Yonkers, Bedford, Ossining, and Eastchester have "total 1978 earnings" higher than Greenburgh; that while most of the municipalities pay its officers more than Greenburgh, they do so with "considerably less assets" while they remain "comparable in ratio of police officers to population and other perimeters"; that as an example the "Village of Hastings-on-Hudson" has managed to pay its police officers "more than Greenburgh" while its "assets have steadily dwindled over the last four years"; that while many County units are behind Greenburgh in base salary, they "draw close if not surpass Greenburgh" when "cash benefits" are added to their base salary; and that this is "conclusive proof" that the Police "do not enjoy the best wage and fringe benefit package in the County", and actually "never have had this distinction"; rather that Greenburgh is "very near if not at the medium" in terms of "cash benefits".

The Police therefore argues that "large increases in productivity, runaway inflation, and the diminishing Department manpower" has prompted the Police to make "justified requests" for a "8% salary increase". The Police notes that in the six Town Agreements settled for 1979, increases in base salary range from 5.8% to 7.3%, with an average of 6.5%; that in the four city departments settled for 1979, the increase in base salary range from 5.5% to 7.7%, with an average of 6.2%; that of the four town departments who have settled for 1980, settlements range from 3.8% to 7.2%, with an average salary increase of 5.75%.

The Town proposes a "very modest increase" in each year of a two year Agreement, and supports its position along the following lines: that comparisons with private industry or regional state salaries are "inappropriate"; that public employment is not comparable to private employment, especially in terms of police service. The Town argues that the dispute involves a Westchester police force of "108 men", in a "suburban town of 45,500 with a total area of 18.7 square miles"; that the only relative conditions are the "ability of the public community to meet the economic requirements of any wage or fringe benefit increase", and the "prevailing wage rate and fringe benefit packages comparable in municipalities"; and that since public employment has "relatively greater job security and fringe benefits", historically wage increases have been "substantially lower" than the private sector.

The Town also notes that law enforcement is a 365 day per year, 24 hour per day service; that these require various "inconveniences" namely, "rotating shifts, weekend work, emergency calls, no holidays per se, and carrying of a gun"; that these are neither "unique" to Greenburgh, nor are they new; that these requirements "traditionally" have been part of "being a police officer"; that compensation for these requirements has been "included"

not only in the "annual wage rate", but also in the "fringe benefit package"; that the fringe benefit package includes "retirement at half pay after 20 years of services"; that the "20 year retirement pension" is "unheard of" in both private and public sector, with the exception of fire fighters; and this 20 year pension "goes a long way" to compensate for the "unpleasant aspects" of the Police job; and that the Police are paid a "substantial salary package".

The Town also notes that salaries alone are "not indicative" of the "true cost" of Police salaries, or the "type of compensation" paid; that "longevity payments, vacations, holidays, leaves, hours worked, number of steps between starting grade and maximum grade" all have a bearing; that the Police reaches Grade 1 in three years, have a welfare fund, have a "liberal leave policy", and its "high salaries" all combine to make the Department the "highest paid in the County"; and that this is a "luxury the Town can no longer afford".

The Town notes that in the seven year period preceding 1975, the base salary of the First Grade Patrolman went from \$8,730 to \$14,700, an increase of "over 68%"; that Detectives base salary went from \$9,740 to \$16,170, an increase of "71%"; that the Sergeants base salary went from \$9,720 to \$16,905, an increase of "74%"; that the Lieutenants base salary went from \$10,720 to \$19,110, an increase of "78%"; that in addition, longevity, holidays, vacations and other fringe benefits "increased substantially"; that retirement costs in the three year period from 1972 to 1975 rose "125%"; and that the Police has "received wage increases in recent years" which were "more than adequate".

The Town also argues that the Police "prospered greatly", and cannot complain that they have been "unfairly treated"; that the "goal" used by other municipalities was "Greenburgh"; that 1975

marked a "significant turning point", with "uncontrolled ravages of inflation, rising unemployment, and a relatively stagnant tax base". The Town notes that the Police went to interest arbitration followed by litigation, and a settlement was not reached until May 1977; that the 1977 settlement raised the First Grade Patrolman salary from \$14,700 to \$15,839, an increase across the board of 7-3/5% for 1975, with an additional \$600 in the first half of 1976 which raised the First Grade Patrolman to \$16,439 and an additional \$600 in the second half of 1976 which raised the First Grade Patrolman to \$17,039; that the 1977 settlement raised the First Grade Patrolman salary by 5% to \$17,891, and the First Grade Patrolman salary for 1978 rose by another 5% to \$18,786.

The Town notes that while the Police lost its "predominant position" as the highest paid Police Department in Westchester County, in terms of the "ten years" from 1968 to 1978, the Police were granted base salary increases of "more than 115%", or an average of "more than 11% per year"; that fringe benefits make the increase "even greater"; that this shows the Town has "more than met its responsibilities", and that the Police are "well ahead of inflation"; and that "no past inequities" or "catch-up" is warranted. The Town also notes that during the same ten year period, its tax base has increased "only 23%" while the tax rate "rose 112%"; that in the past four years the tax base has increased "only 1%", while the tax rate "jumped by 30%";

On the ability to pay, the Town argues that Greenburgh is the "largest of the County's 16 Towns in population, and has the County's "largest town police force", with an "authorized strength of 109 men"; that this ratio of Police to population is "1 to 380"; that for 1975-1978, the Town's unincorporated assessed evaluation rose only \$11,000,000; that the Town's assessed evaluation per capita based on the last census was \$787.39. The Town notes that

it is "misleading" to consider the "assessed evaluations" without considering the "equalized true value of properties and population levels" of the various County municipalities; that the 1975 statistics show that the Town ranks "fourth" in terms of "equalized true value" and fifth in terms of population; that in terms of equalized true value of property per capita (tax base) the Town "ranks 9th" with "only \$20,400 in rateables behind each resident; that the Town ranks 25th of the County municipalities, in terms of per capita income with said figure at \$7,803, and ranks 18th in terms of "medium family income" with said figure at \$24,600. The Town therefore argues that "on balance" it compares to the Town's of Mamaroneck, Eastchester, Harrison and the City of White Plains.

The Town argues that it is "unable to meet the financial demands" of the Police; that in order to meet said demands, the Town would be required to either "reduce the size of the Department" or "deficit spend"; that deficit spending impacts upon the 1980 budget resulting in "increased taxes", and is "not fiscally sound"; that there is a "taxpayer revolt" with a "1979 tax increase of 21.4%", and a "stagnant tax base"; that accordingly the Town proposal should be adopted. The Town notes that "without a salary increase", the cost of retirement benefits increased in 1979; that in 1979 the Town had a "drastically increased tax rate" beyond previous years, and a "considerable decrease" in aid; that since the Town ranks in the "second quartile" among the County municipalities in terms of "assessed value" per capita and medium income, Police salaries and fringe benefits should "properly fall within the second quartile" among County police departments; and that this would result in "no changes" in the existing Agreement.

The Town notes that comparing the 1978 First Grade Patrolman salary, the Police retain a "predominant position" in the County; that the average 1978 First Grade Patrolman salary for County

Towns was \$18,320, or \$466 below Greenburgh; that the average 1978 First Grade Patrolman salary for County cities was \$17,492, or \$1,294 below Greenburgh; and that the average 1978 First Grade Patrolman salary for Greenburgh villages was \$18,267, or \$519 below the Town.

The Town also argues that "runaway inflation" does not permit municipal government to "indemnify its employees against losses in purchasing power"; that the Town "simply cannot raise its taxes to reflect increased costs", and that it must consider "curtailing services" as an alternative. The Town notes that previous Fact Finders and Arbitrators have indicated that "when price increases are precipitous and sustained", no private or public sector employer can be expected to "completely make-up for the loss of purchasing power"; that where "wage increases in the immediate past have been more than adequate", there should be "no need" for an employer to "completely cover sharp increases in the cost of living"; and that the 1975 Fact Finder noted the "impossibility of a municipality acting as an insurer against the extraordinary levels of inflation".

The Town also argues that a "significant element" in the CPI is the "cost of medical care"; that the Police enjoy "broad medical benefits" at the expense of the Town, "without a drain on their salaries"; that "precipitous increases" in cost of medical care has "distorted the CPI, and rendered it far less significant" as a measure in the public sector. The Town also notes that there have been "substantial increases" in the "mandated cost" of fringe benefits paid by the Town; that the Town contributes to the New York State Police Retirement system; that under the 20 year plan the Town contributes "37.8% of the base salary"; that for 1978, this contribution amounted to \$892,770, and for 1979 the "mandated contribution" will "jump significantly"; that accordingly for

1979, the Police have "already received a substantial increase" in retirement benefits "without a contract"; that the cost of other benefits has also "risen substantially"; and that for every dollar paid in direct salaries, the Town pays "an additional \$.60 in direct fringe benefits".

The Town also argues that only six Westchester towns have settled their 1979 salary contracts with salary increases ranging from 5.8% to 7.3%, with salaries between \$18,992 and \$20,157; that four Westchester cities have settled their 1979 salary contracts with salary increases ranging from 5.5% to 7.8%, with salaries ranging from \$17,897 to \$19,000; and that four Towns have settled their 1980 contracts with salary increases ranging from 3.8% to 7.2%, with salaries from \$20,250 and \$20,940. The Town notes that if the Police maintain their 1978 position as the "second highest paid police force" of County towns, a 1979 First Grade Patrolman salary of \$19,631 would require a salary increase of 4.5%; that for 1980, a 6% increase would place the Police at "just below Ossining at \$20,809"; that accordingly there is "no justification" for the 8% increase requested by the Police. The Town notes however that it is "not suggesting" a 4.5% and a 6% increase for 1979 and 1980; that "on the contrary" the Town sees "no justification" for the Police to "maintain their status as one of the highest paid in the County". The Town notes that its settlement with CSEA was "5%"; and its settlement with the Teamsters was "5.3% for 1979 and 4.99% for 1980".

The Town therefore argues that when considering salaries and fringe benefits; when noting the increase in hospitalization and retirement, the salary proposal of the Police should be rejected and the salary proposal of the Town should be adopted.

DISCUSSION:

The Panel has carefully considered the evidence submitted by the Parties. A review of the evidence supports a finding that there does exist a limited ability to pay. The evidence shows a substantial tax increase of 21.4% in 1979, and a relatively small increase in the tax base over the last several years including 1979; therefore restraint is warranted for 1979. However the evidence shows a more favorable climate for a 1980 salary adjustment; the 1979 substantial tax increase is not duplicated in 1980 and the evidence shows an increase in the tax base for 1980.

A review of the evidence warrants a finding that salary adjustments are warranted both in 1979 and 1980; the fact that the Town did not place money in the 1979 budget for a salary increase does not automatically require this Panel deny said adjustments; and note is taken that the Town did grant salary adjustments for other Town employees. The question before this Panel is what salary adjustments should be granted, after the Panel has reviewed the evidence presented by the Parties and weighed same against the criteria listed in the statute; and after the Panel has considered the fiscal position of the Town and considered the current salaries and fringe benefits of the unit, and compared same with other County units. Note is taken that while consideration is given to salary adjustments granted other Town employees, it is not mandated that all employees receive the "exact same salary adjustment".

While the Police County ranking may have decreased, the evidence shows that over the period of years the Police have kept pace with the CPI. The evidence requires a finding that the Town's current fiscal position does not permit the Police to advance their County position. While the Panel has considered the 1979 fiscal position of the Town, the Panel has also considered the evidence submitted by the Police in relation to the Town fiscal

position for 1980, including comments made by the Town Supervisor in the press related to the Town fiscal position, the tax rate and the "significant projected increase in rateables". The Town is in a better position in 1980 than in 1979, and the salary adjustment should reflect same.

The Panel notes salary adjustments granted by the Town to other Town units for both 1979 and 1980. While the Panel also notes the Police argument of "increased productivity", there is nothing in the record whether salary increases in other County units included "productivity increases", and if so to what extent; and nothing in the record to compare the productivity of the Police with other County units. Accordingly there is no basis for this Panel to determine whether an additional salary adjustment should be granted for "productivity". The Panel also notes the evidence relating to salary adjustments granted other County police units. The Police argues that the 1979 County settlements range between 5.5% and 7.7%, and the 1980 County settlements range between 3.8% and 7.2%. The Town argues that the 1979 County settlements range between 5.5% and 7.8%, and the 1980 County settlements range between 3.8% and 7.2%. When considering the above, when noting the current position of the Police in relation to other County units, when noting the CPI as adjusted by "medical costs", when noting the Town's fiscal ability to pay, the salary increase for 1979 should be 5.5% retroactive to January 1, 1979, which would bring the First Grade Patrolman to \$19,819; and the salary increase for 1980 should be 6.5% retroactive to January 1, 1980, which would bring the First Grade Patrolman to \$21,107.

A review of all the evidence submitted by the Parties requires a finding that salary adjustments for both 1979 and 1980 should be as indicated above. The salary adjustments awarded by the Panel will grant the unit substantial equivalency within the

County, and taken together with the other costs awarded by this Panel for maintenance of existing benefits, will grant equity to the Police; it also recognizes the Town fiscal position and is within its ability to pay.

ISSUE #2, BASIC WORK WEEK:

POLICE PROPOSAL:

A. All Patrol Division Officers who work a rotating schedule will have their schedules changed so that their last 2300 to 0700 or Midnight to 0800 tour will be deleted, providing them with a 96 hour swing between their last Midnight and first 0800 to 1600 tour.

TOWN PROPOSAL:

A. Rejection of Police proposal, and continuation of existing provision.

POSITION OF THE PARTIES:

The Police supports its position for a change in the basic work week along the following lines: that the requested schedule would employ the "same work chart" used by the Department "during 1975 and most of 1976"; that 52 patrol officers are assigned to the present work chart; that "ideally" 55 officers would be necessary to man the proposed chart, but the proposed chart could be manned with the present complement "with less men per shift".

The Police notes that the proposed duty chart "effectively reduces" the number of days per year worked by "roughly 17"; that while this demand "carries a cost in loss of Police services to the Town", it does not "compel the Town" to "appropriate additional funds" for implementation; that using the current 52 patrolmen, 4 Lieutenants and 8 Sergeants presently assigned to the Uniform Division and who work a rotating shift, the 1980 cost to the Town in "lost police services" would be "\$93,205.97"; that the implementation of the proposed chart using the "ideal manpower requirements" of 55 patrolmen, 9 Sergeants and 4 Lieutenants would increase this figure to "\$99,006.71".

The Town opposes the Police request for a change in the basic work week, and supports its position along the following lines: that the proposal would result in "less work" by police officers; that this would mean that the community would have "less services" or in the alternative the Town would be required to hire "more police officers"; that the estimated cost of the Police proposal is \$118,782, and involves a "significant reduction" in available police personnel "equivalent to 6 police officers". The Town also notes that the "roster was changed after 1976" to provide the Town with "greater services"; and that there is no evidence that the current provision causes "undue hardship, diminution of health standards, or lessening of police efficiency".

DISCUSSION:

The Police acknowledge that the implementation of its proposed new work chart would result in a "decrease in the number of days worked" by "roughly 17"; this reduction can be equated to an increase in compensation which should be considered part of the economic package. Note is taken that the Police acknowledged that "ideally" the new chart would require "55 officers, 9 Sergeants, and 4 Lieutenants, and note is taken that the current complement is 52 officers, 8 Sergeants and 4 Lieutenants; therefore additional personnel would be required for the "ideal chart". The "ideal implementation" of the chart, without a loss of Police services, would therefore constitute a significant economic impact; or in the alternative would constitute a significant reduction in Police services.

Both Parties acknowledged the rise in the CPI. It is the Panel's finding that currently it is more important that the "available money" be placed in salary adjustments and maintenance of existing benefits than in a new work chart. This is particularly true in the current case in light of the cost of the new

chart, the cost required to maintain existing benefits, and the current fiscal position of the Town. For all of the above reasons, this Panel finds that the Police request for a change in the basic work week is not currently feasible. It is therefore denied.

ISSUE #3, NIGHT DIFFERENTIAL:

POLICE PROPOSAL:

A. A night differential of 4% for the late and night tours, to the bargaining unit members straight time rate of pay.

1. It shall exclude any tour which commences after 0630 and before 1430.

2. It shall be paid to officers and men assigned to the detective division who work the 1700 through 0100 and the 1500 through 2300 tours.

TOWN PROPOSAL:

A. Rejection of Police proposal

POSITION OF THE PARTIES:

The Police supports its position for night differential along the following lines: that Police work is a "most strenuous occupation", and ranks "second" only to "traffic control"; that a "significant contribution" contributing to "stress" is the "necessity to work rotating shifts"; that while shift work is a "product of police work which is unavoidable", additional compensation should be paid to "help balance its adverse effect"; that this concept is "not unusual in the private sector"; that night differential would "only apply to full eight hour late or night tours actually worked"; and that the benefit will "become more and more prevalent" in police agreements once "more definite stress studies are available".

The Police notes that based upon the current complement, the 1979 cost would be \$35,818, and the 1980 cost would be \$30,811;

and that implementation of a new work schedule would result in a "10% saving" of the 1980 night differential payment.

The Town opposes the Police proposal for a night differential and supports its position along the following lines: that the police have "repeatedly requested" premium pay for night work, and previous arbitrators have "properly rejected" this proposal; that shifts are "regularly rotated", and "all patrolmen work night shifts and holidays"; that shift work is "part of the job" and is "included in the base salary"; and that the Police are seeking a "new benefit" which is "entirely unjustified"; that night differential is included in "only two agreements among all the police departments in the County"; and that "given the economic circumstances", the "new and additional benefits" should be denied. The Town estimates that the cost of this proposal is \$37,832.

DISCUSSION:

The record shows that the expired Agreement does not contain night shift differential. The Police acknowledge that "this benefit presently appears in only two agreements within the County"; the Police however argue that this benefit will "become more and more prevalent" once "more definite stress tests" become available. Since the Police acknowledge that it is not a prevalent benefit within the County, and since the "more definite stress tests" are not in evidence before this Panel, and in light of the total "new money" contained in this Panel's Award, the evidence requires a finding that the current granting of night shift differential is not warranted.

ISSUE #4, OVERTIME:

POLICE PROPOSAL:

A. Members of the bargaining unit who perform police duties during their off duty hours be compensated at overtime rates for all hours actually worked performing those duties; AND such off duty performance to be considered as line-of-duty, thereby providing such officers with all benefits presently enjoyed while actually on duty.

B. Officers who actually work a full tour of duty on any of the following family holidays namely New Year's Day, Easter Sunday, Thanksgiving Day, Christmas Day, be paid at twice their normal rate for each day worked.

C. Members of the bargaining unit whose tour of duty is temporarily changed to satisfy a manpower deficiency within the department be compensated at the rate of one and one-half times his normal rate of pay for each hour actually worked under these circumstances.

D. Overtime worked by the Captain shall be compensated at time and one-half.

TOWN PROPOSAL:

A. Rejection of Police proposal for changes in the overtime provision.

POSITION OF THE PARTIES:

The Police notes that it is not requesting a change in the basic overtime formula, but has requested a "number of additions" to the overtime provision. The Police supports its position for the requested changes along the following lines: that Police who perform "police duties" during their off duty hours, should receive "overtime rates for all hours actually worked performing these duties", and such off duty performance should be considered "line-of-duty" thereby providing all officers with "all benefits presently enjoyed while actually on duty"; that a short tour change results in a "inconvenience" for the officer reassigned, and takes his time off; that officers should "know in advance" what schedule they are to work so that they can "plan their off duty hours"; that last minute changes in schedules "seriously affect" their plans; that while the Town has the right to assign, officers should be given "reasonable notice" of a change in their

work shift or "paid premium pay" for all hours worked if no such notification is given. The Police also argues that since Lieutenants are allowed cash compensation for overtime work, they "nearly earn as much as the Captain"; and that the Captain should also be compensated for overtime at time and one-half. The Police also argues that many other County Police contracts provide premium pay if an officer is required to work on a "family holiday", and they should accordingly receive same.

The Town argues against the Police proposal for changes in the overtime provision along the following lines: that this is a "new and additional benefit" and that it is "impossible" to calculate the cost of the Police proposal; that the Police proposal would grant "triple time" for certain holidays, and said proposal is "not found in many police contracts in the County". The Town also argues against the Police proposal that officers who perform police duties during their off duty hours be compensated overtime rates by noting that "no other contract in the County" contains such an "extraordinary provision"; that said proposal is an "open invitation to grievances", since the police officer is "always on duty"; that granting the Police proposal would allow a Police officer "unlimited and unverifiable claims for overtime compensation"; that only where police officers are "directed to perform duties" should they be compensated; and that the proposal would open the Town to all sorts of claims for payment without the ability of the Town to "control expenditures". The Town also argues against the request for overtime compensation for "tour changes" by noting that while it may be "inconvenient", it is also "necessary"; and that the Police have "offered no support for this demand".

DISCUSSION:

In relation to the Police request for "twice their normal rate of pay" for police officers who work on the holidays of New Year's Day, Easter Sunday, Thanksgiving Day, and Christmas Day, note is taken that currently, in addition to their regular salary, police are paid for 5 of the 10 holidays with compensatory time for the remaining 5 holidays. This Panel does not find merit for additional compensation if an officer works on a holiday. Police officers currently receive their annual salary, and in addition payment or compensatory time for the listed holidays; in essence this computes to twice their regular pay. It is this Panel's finding that additional compensation if worked is not warranted; officers already receive additional compensation or compensatory time in lieu thereof for holidays.

On the Police request for overtime for Captain, note is taken that there is a difference between the number of Lieutenants and Captain, and therefore the overtime for Captain could be extensive. This is an item which should be addressed under rank differential; however since there is no proposal for a change in the existing rank differential, none is awarded, and the Police request for overtime for Captain is denied.

On the question of overtime for officers whose tour of duty is changed to satisfy a manpower requirement, there is merit to the Police position that a short tour change which may require a change in the plans of an officer deserves additional compensation where a police officer's tour of duty temporarily is changed to satisfy a manpower requirement, and where said officer is not

notified 48 hours in advance of said tour change, he shall be paid time and one-half for the first tour resulting from said tour change.

On the question of officers who perform police duties during "off duty hours" and the request that said work be considered line-of-duty work; if a police officer on off duty hours is involved in the apprehension of a criminal or prevention of a crime, said work should be considered line-of-duty work for the purpose of line-of-duty injury and accident; it should not however be considered line-of-duty for the purpose of compensation. The Panel finds that there could be a whole series of problems if compensation were made for same. Compensation should be for working off duty hours directed by the Town, and said compensation at overtime rates; but compensation should not be made for action taken by the Police officer on his own during off duty hours.

ISSUE #5, COURT TIME; ISSUE #19, LIMIT COURT TIME: AND ISSUE #24, COURT APPEARANCES:

POLICE PROPOSAL:

- A. An increase in the minimum court time from 3 hours to 4 hours.
- B. Doubling the amount of travel time from 1 hour to 2 hours.
- C. A new provision which provides payments under court time, to officers who appear at hearings before the Town as a line-of-duty witness.
- D. Any member of the bargaining unit assigned to work the 2300 to 0700 tour or the midnight to 0800 tour be relieved from duty at 0500 when he has been ordered to appear in any court.
- E. The Police rejects the Town proposal under Issue #19 and the Town proposal under Issue #24.

TOWN PROPOSAL:

- A. To limit court time to those situations where attendance is mandated by the Town or is for the benefit of the Town.
- B. The department shall have the right to reassign personnel to appear in court as long as it is a regularly scheduled work day for the officer.
- C. The Town rejects the Police proposal under Issue #5.

POSITION OF THE PARTIES:

On the Police proposal to increase the minimum court time and to double the travel time, the Police supports its position along the following lines: that other County units have "four hours court time"; that since the present provision is 3 hours at straight time, it is "inferior to most County departments", and "improvement is warranted"; that the minimum should be increased to "four hours straight time", with "all subsequent hours or fractions thereof at time and one-half"; and that the impact of the 4 hour minimum court time would be \$557 for 1979, and \$637 for 1980.

The Police also seek to double the 1 hour of travel time to 2 hours; it notes that in an attempt to "escape the high taxes and exorbitant utility rates found in lower Westchester County", officers have "migrated to the northern portion of the County and to other counties"; that presently 27 members of the unit reside "in these locations".

The Police also request the inclusion of a "new provision" which would require payment for court time if an officer appears at "hearings before the Town or as a line-of-duty witness", by arguing that if an officer's testimony is required at such a hearing and the hearing falls at a time when he is normally off duty, he should be "compensated" for same. The Police also argue that its proposal that police officers be off at 5:00 AM when a police officer has to appear in court is to provide him with "some rest time" to insure that the lack of rest will not "jeopardize the entire proceedings because of fatigue"; and that this gives the officers "a few hours rest".

The Police argues against the position of the Town on Issue #19, noting that this attempts to "limit court time"; that a police officer takes an oath and his responsibility does not end at

the completion of his tour nor when he leaves the municipality; that since he is required to take action in the event he encounters a crime anywhere in the state, it is "only fair" that the Town "should be willing to pay" the cost of any "subsequent court action", regardless of where the arrest is made. The Police argue that granting the Town request would "only stifle the ambition" of members of the unit to take action "while off duty", and its introduction is "unconscionable".

The Police also request the denial of Town Proposal #25, which would grant the Town the right to reassign police officers to appear in court so long as it is their regularly scheduled work day, by arguing that an officer knowing his schedule in advance makes personal plans; that "unnecessary interruption" caused by court appearances should be "compensated for"; that the Town seeks to eliminate "extra compensation", and the Police "totally reject" the concept of "assignment to avoid payment".

The Town requests the denial of the Police proposal on increase of court time, increase of travel time, and the other changes contained in the Police proposal on court time, and supports its position along the following lines: that the current contract provides compensation for court time and travel time, and no change is warranted. The Town supports its proposal that court time be limited to situations where attendance is "mandated by the Town or for the benefit of the Town" by noting that it "seeks to clarify entitlement" by further defining court appearances; and that this would "eliminate disputes" concerning the "necessity" of an officer to appear in court. The Town also seeks the right to "reassign personnel to appear in court" as long as it is a regular scheduled work day for the officer, by arguing that this grants the Town "greater flexibility" of assignment.

The Town further argues against the proposal made by the Police by noting that the Police court time proposal would be

"impossible to evaluate" in terms of the cost to the Town where it would "substantially increase the Town economic burden"; the Town should only be liable for payment if an officer is "required by the Town", but should not be liable where an officer appears on "behalf of the police officer"; and that the current provision is "not out of line" in its allowance and it is well within the County "mainstream"; and the 1976 Arbitration Panel found that the expense associated with the Police proposal should not be assumed by the Town.

DISCUSSION:

The Panel does not find merit to the Town proposal that court time should be limited to "attendance required by the Town or for its benefit"; if a police officer makes an arrest outside the Town, said police officer should be compensated for the court time resulting from said arrest.

The Panel does not find merit to the Police proposal for an increase in the travel time or an increase in the minimum court time. The fact that an officer chooses to live outside the area to "avoid high taxes and exorbitant utility rates" does not require the Town to pay additional compensation for travel time; nor is there any evidence that the current court time provision is insufficient.

The Panel also does not find merit to the Police request that payment should be made to officers who appear at hearings before the Town as line-of-duty witnesses. This provision is to provide compensation for witnesses called by a police officer during a disciplinary hearing. Each party should pay the cost of their attorney and the cost of their witnesses at said hearing.

The Panel does find merit that a member of the bargaining unit assigned to work the 2300 to 0700 tour or the midnight to 0800 tour be relieved from duty at 0500; provided he is ordered to appear in court related to his police work anytime prior to 12:00 Noon on the same day. This gives a police officer "some rest time" to insure that the lack of rest will not "jeopardize the entire proceedings because of fatigue".

The Panel finds merit that the Town should have the right to reassign members of the bargaining unit to appear in court so long as it is a regularly scheduled work day for the officer. The Town should have the right to assign its manpower, including the right to reassign an officer to appear in court. If an officer is re-assigned to appear in court during his regular scheduled work day and during his regular scheduled tour, then no additional compensation should be paid. However if he is reassigned to appear in court other than his regular scheduled work day and his regular scheduled tour and if 48 hours notice is not given before the reassignment, then he shall be paid overtime for the hours involved in the reassignment during the first day of his reassignment, consistent with the Panel's Award under Issue #4.

ISSUE #6, RECALL AND STANDBY:

POLICE PROPOSAL:

A. On recall, the Police proposes that one additional hour be added to the minimum entitlement, as well as doubling the amount of travel time included in that minimum. (Currently is 3 hours at straight time which includes one-half travel time to and from home; proposes 4 hours straight time which includes 1 hour travel time to and from home)

B. On standby, the Police proposes to increase the standby rate from one-half the officers normal rate of pay to full straight time; AND seeks a 2 hour minimum to the standby provision.

TOWN PROPOSAL:

A. The Town rejects the Police proposal for changes in recall and standby, and proposes continuation of existing provision

POSITION OF THE PARTIES:

The Police supports its proposal for a change in the recall and standby provision by arguing that while it is currently entitled to 3 hours recall at straight time, other police units have "better" provisions in regard thereto; that other County town departments who have a standby provision, pay at the "straight time rate of pay" while the Police currently are paid at one-half rate of pay for standby; and the Police also seek a minimum 2 hour standby compensation; that when comparing the Police with other County units, the proposals for standby and recall are warranted. The Police also notes that there were only 9 incidents of recall for 1978, 7 of which were for the "minimum period" while the remaining were for a "longer duration"; that accordingly the impact would be "insignificant".

The Town argues against the granting of the Police proposal for recall and standby by noting that the 1976 Arbitration Panel denied this request; and it should be denied again; there is no evidence to support a finding that plans have been changed as a result of the standby requirement.

DISCUSSION:

A review of the evidence does not warrant a finding that the current provision should be increased; the Police acknowledge only 7 incidents of recall in 1978 longer than the "minimum period", and this supports a finding that there has been no serious adverse effects with the current provision; accordingly the request for a change in the recall provision is denied both as to minimum recall and travel time.

There is however merit to the position that there should be a minimum guarantee of standby, and to that extent the Panel finds that the current standby rate of one-half of an officers normal rate of pay should be maintained, with a 2 hour standby guarantee.

ISSUE #7, LONGEVITY; AND ISSUE #21, LONGEVITY:

POLICE PROPOSAL:

A. The Police propose a change in the current longevity provision so as to provide \$100 after 7 years of continuous police employment with the Town, \$250 after 10 years of continuous employment with the Town, \$750 after 15 years of continuous employment with the Town, and an additional \$50 per year cumulative for each additional completed year of continuous police employment with the Town in excess of 15 years. (Currently \$50 after 7 years of continuous police employment with the Town, \$100 after 10 years, \$300 after 15 years, and \$600 after 19 years).

B. The Police rejects the Town proposal for changes in longevity.

TOWN PROPOSAL:

A. The Town proposes that longevity be based upon continuous service with the Town of Greenburgh.

B. The Town rejects the Police proposal for changes in longevity, and proposes continuation of existing provision.

POSITION OF THE PARTIES:

The Police supports its position for the above by arguing that other County units have a "more advantageous" longevity provision; that when comparing 9 towns, 4 pay longevity before 7 years, 5 pay higher longevity after 7 years, 7 pay higher longevity after 10 years, 4 pay higher longevity after 15 years, and 3 pay higher longevity after 20 years. The Police also argues that the "average amount of longevity" earned after 20 years is \$4,059.78, or \$1,609.78 "more than Greenburgh's present schedule"; that there is "definite room for improvement" especially in the "seven-fifteen year range". The Police notes that 74 members of the unit will be entitled to longevity payments with "60 of these falling within the seven-fifteen year bracket". The Police notes that the cost of the longevity proposal is \$30,000 for 1979 and \$32,700 for 1980.

The Police argues against the Town proposal by noting that currently "members of the bargaining unit" who were previously hired obtained longevity "based upon total police experience and not strictly their services to the Town"; that it is "not fair" to deprive said officers of benefits existing at the time of their "entrance into the ranks"; that these men should not be penalized, and the existing practice should be continued.

The Town proposes a definition of "longevity" whereby longevity payments would be for "continuous service in Greenburgh"; that it is "simply unfair" to compensate a man for service in another community, and therefore longevity should be "based upon service in Greenburgh".

The Town argues against the Police proposal by noting that "if there is insufficient money for direct salary increases", there is "certainly not enough money" for "longevity improvements"; that the Town recognizes long service not only through promotions, but also by "incremental longevity payments"; that the Police seek to "substantially increase" the amount of longevity payment, and the Police proposal would "cost substantially more money"; that 68% of the bargaining unit received "longevity payments", with 11 receiving the maximum payment, 11 receiving \$300 and 25 receiving \$100; that the impact of "any change" is "substantial"; that of the 16 Westchester towns and cities, only "nine towns and three cities pay any longevity"; and the amount paid by Greenburgh "compares most favorably", and is "right at the medium or average level". The Town estimates the cost of the Police proposal on longevity at \$40,000.

DISCUSSION:

A comparison of the current provision and the Police proposal are as follows:

<u>Current Provision</u>	<u>Police Proposal</u>
\$ 50 after 7 years	\$100 after 7 years
\$100 after 10 years	\$250 after 10 years
\$300 after 15 years	\$750 after 15 years. An
\$600 after 19 years	additional \$50 per year cumulative for each additional completed year in excess of 15 years

On the Town proposal for a change in the definition of longevity, the record shows that 7 patrolmen previously hired were granted longevity "based upon total police experience"; and that

other officers receive longevity based upon service in the Town; therefore the 7 involved officers were "red circled". It would not be equitable to deny these 7 officers longevity payments based upon a change in the criteria. The Town request is therefore denied.

The Police proposal would double the amount of longevity for those at 7 years, triple it for those at 10 years, increase it 2½ times for those at 15 years, and would grant additional compensation thereafter, so that after 19 years the increase would be more than 1½ times. The Police request for the change in longevity constitutes a significant sum of money, estimated by the Police to be \$30,000 in 1979 and \$32,700 in 1980.

The Panel notes that the current longevity provision provides for "flat amounts" while some other County units have longevity based upon a percentage; and note is also taken that comparisons of the unit with other County units do indicate that there is a need for improvement. There is merit that an adjustment should be made within the existing flat amount, but not to the extent proposed by the Police. The adjustment should be as contained in the Award.

ISSUE #8, HOLIDAYS:

POLICE PROPOSAL:

- A. That holidays be increased from 10 to 12.
- B. That members may convert 10 of the 12 holidays to cash.

TOWN PROPOSAL:

- A. The Town rejects the Police proposal for changes in the holiday provision.

POSITION OF THE PARTIES:

The Police supports its position for the increase in holidays along the following lines: that when compared to other County units they "do not fair favorably", and that other units have "more holidays"; that the Police proposal to be paid in cash rather than compensatory time provides "additional compensation", and also provides "additional manpower available for patrol".

The Police notes that the payment in cash of 5 additional holidays based upon a 1979 eight percent increase would be \$40,490.39; that should the Panel grant the "two additional holidays", the cost in "lost police services" would be an additional \$16,078.14; that the payment in cash of 5 additional holidays based upon a 1980 eight percent increase would be \$43,904.40; and that should the Panel grant the "two additional holidays", the cost in "lost police services" would be an additional \$17,561.76. The Police notes that when compared with other Town police departments in the County, "only two" mandate holiday time be taken in "compensatory time"; and that many of the County police departments grant either 11 or 12 holidays.

The Town argues that the Police proposal for 12 holidays is "ludicrous"; that holidays are "not really days off" but "bonus" that the current provision is "most generous". The Town also notes that in the 1976 Arbitration Award, the number of holidays was "increased by one" and the number of holidays convertible to cash was "increased from four to five"; that this was "deemed sufficient" to bring the Police "in line with the County standards", and the "County standard" has not changed; that accordingly there is no justification for either increasing the number of holidays or the number convertible to cash. The Town also notes that 63 officers are veterans entitled to 2 additional holidays, and therefore entitled to 12 holidays under the existing Agreement; that accordingly "60% of the unit are currently entitled to 12 holidays". The Town therefore requests that the Police proposal be denied.

DISCUSSION:

The Panel does not find merit to an increase in the number of holidays. An evaluation of the evidence affirms that the Police

are within the mainstream of County holidays, especially when one notes that 60% of the Police are veterans who are entitled to 2 additional veteran holidays for a total of 12. There is however merit to the Police proposal for an adjustment in "convertibility". The Panel notes the cost of converting 5 additional holidays; it finds that under current fiscal conditions the conversion of all 10 holidays to cash would not be feasible; it does however find that holidays convertible to cash should be increased from 5 to 7. This convertibility of 2 additional holiday affords the Town the opportunity for additional manpower, while at the same time provides additional compensation for the police officer. This additional manpower is important in the current case, in light of the reduction of the unit. The Panel's Award best serves both Parties.

ISSUE #9, WELFARE PLAN CONTRIBUTION; AND ISSUE #17, REPLACEMENT OF WELFARE FUND/CASH BONUS:

POLICE PROPOSAL:

A. An increase in the contribution made by the Town to the Welfare Fund in the amount of \$50 per man per year. (Currently is \$100 per year)

B. The Police rejects the Town proposal for replacement of the Welfare Fund with \$100 cash bonus.

TOWN PROPOSAL:

A. The elimination of the Welfare Fund and replacement with a "\$100 cash bonus per year to each member of the bargaining unit".

B. The Town rejects the Police proposal for an increase in Welfare contributions.

POSITION OF THE PARTIES:

The Police argues that the Welfare Fund is a "most desirable method" of obtaining benefits; that were the Town proposal granted it would "effectively strip members of the bargaining unit of all dental coverage". The Police also argues that its request for an increase in the Welfare Fund is "necessary" in order to cover the increased cost, and enable the Police "to study the feasibility

of obtaining an optical plan"; that "more dollar for dollar benefit" can be derived with the continuation of the Welfare Fund rather than a "cash bonus"; that the abolishment of the Welfare Fund would cause a "financial hardship" to members of the unit as well as the elimination of the dental plan; and that there is a "advantage to the Town" by continuing the Welfare Fund, in that the Parties only bargain "over the Welfare Fund" rather than "new benefits". The Police notes that the cost of their proposal would be \$4,950.

The Town argues that the Welfare Fund has not provided "meaningful benefits", "took an inordinarily long time to get organized", and entails administrative expenses which "deplete" the Fund. The Town also notes that the Police failed to render "timely accountings" as required under the Agreement, and that the "unit members are better off with direct payments"; and that the Fund "leads only to repeated demands for greater contributions" which "adversely impact" on the Town ability to grant salary increases.

#### DISCUSSION:

This Panel finds no evidence to support the elimination of the Welfare Fund; while it may have taken a "long time" to get started, this is explained by the Police argument that they were looking for the "best carrier" as well as the notation that the first carrier was "rejected" by the Town. Neither of these are reasons to eliminate the Welfare Fund. In addition, if "timely accounting reports" were not filed, the Town reserves the right to grieve and obtain them through the grievance procedure; and this is no reason for its elimination.

On the other hand there is no reason to support the finding that the Welfare Fund should be used to purchase new benefits; the fiscal position of the Town does not warrant same. Additional

money should be provided to assist in maintaining the existing benefits, and to that extent this Panel finds that a \$25 increase per man per year retroactive to January 1, 1980 should be added to the Fund.

ISSUE #10, SICK LEAVE; AND ISSUE #16, SICK LEAVE POLICY:

POLICE PROPOSAL:

- A. That all members of the bargaining unit receive unlimited sick leave.
- B. That 2 additional sick leave days (incentive days) be added to the annual leave of any member of the bargaining unit taking no sick leave during the entire calendar year.
- C. That a member have the right to leave his home for a reasonable necessity during periods of convalescence.
- D. The Police rejects the Town proposal for a change in its sick leave provision.

TOWN PROPOSAL:

- A. The Town proposes continuation of the existing provision; but if changes in sick leave are to be considered by the Panel then the Town proposes sick leave of 10 days per year per man non-cumulative.
- B. The Town rejects the Police proposal for a change in sick leave provision.

POSITION OF THE PARTIES:

The Police supports its position for "unlimited sick leave" by noting that police employed before January 1, 1977 enjoy "unlimited sick leave", while police employed after said date accumulate "12 days per year to a maximum of 160"; that there is no provision for "incentive days". The Police notes that the Department rules require members of the bargaining unit to "confine themselves to their homes for the duration of their illness"; and that when a member has a necessity to leave his home during a period of illness, he "must inform headquarters as to his intention of leaving and destination, as well as notification upon return". The Police notes that the financial loss to the Town due to sick

leave is "not in actual dollars" since the Town does "not replace sick officers with off duty men", but rather the cost is in "loss of service"; that the work load of the sick officers is "assumed" by those remaining.

The Police notes that the prior Arbitration Award "did not concur" with the Town position for the elimination of unlimited sick leave, but found that "fully paid sick leave for all members of the bargaining unit should continue"; that subsequent negotiations between the Parties resulted in a "settlement" whereby the Police agreed to the language contained in the current Agreement. The Police argue that the "very nature" of police work requires a "liberal sick leave policy"; that because of "rotating work schedules, constant exposure to the elements", and the "every day stress", policemen are "more apt" to be susceptible to illness and that maintaining "two sick leave policies within the same department" is "an unhealthy situation".

The Police notes that the Department records show that the average number of sick days taken in 1976 was 7.5 per man; that the average number of sick days taken in 1977 was 5.3 per man; that the average number of sick days taken in 1978 was 7.75 per man; that the above statistics do not support a finding that the averages are "extraordinarily high"; and that the overall average for the 3 year period is 6.86 days per year.

The Police also argue that of the 38 communities used in their comparison, the Town proposal is the "most inferior" to any municipality; that the "non-cumulative" aspect of the Town proposal is "not found in any other County police contract"; that the non-cumulative would result in an "increase in the average number of sick days taken", since these days would be "lost" if not used within the year; that of the 21 villages compared, 9 provide "unlimited fully paid sick leave", and 12 provide "some type of

accumulation"; that of the 38 municipalities compared, the current provision of 12 days per year cumulative to 160 for officers employed after January 1, 1977 is the "least desirable". The Police therefore argue that the unlimited sick leave proposal should be granted, or "at least upgraded" for new officers of the Department.

The Police also request "two additional paid leave days" be added to the annual leave of "any member of the bargaining unit who does not take sick leave during an entire calendar year"; that while this only appears in "one County agreement", its inclusion might serve to "reduce sick leave" by "providing the incentive necessary" to influence officers suffering from "relatively minor maladies" which would not significantly hamper their ability to perform their duties to come to work.

The Police also request that a police officer on sick leave be permitted to "leave their homes for reasonable necessities during periods of convalescence"; that the current rules and regulations are "subject to revision at the whim of the Town"; that a provision in the Contract should be included "to secure this right"; that while the Police are willing to accept the "administrative procedure" of informing headquarters when a member intends to leave his home and his destination, as well as his return, the Police request some definition of "reasonableness", or examples thereof to be placed in the Contract; and that a definition of "reasonable necessity" be something "having to do with the necessity of running a household activity or recuperation".

The Town argues against the inclusion of unlimited sick leave by noting that when the Police had unlimited sick leave in 1975, the cost was in excess of "\$50,000" per year; that one of the "principal results" of the 1975-76 Arbitration Award and the 1975-78 settlement was the "elimination of unlimited sick leave for all

newly hired officers"; that existing members were "grandfathered" to "prevent injustice"; that the Police now seek to "undo" this "eminently fair and reasonable compromise" by reverting to the "old provision"; and that once a long standing grievance has been resolved, a second arbitration panel "should not intervene".

The Town also argues that there is "no demonstrated harm" caused by the current provision, and the statistics support same; that unlimited sick leave is a "holdover" from the "pre-collective bargaining days"; that "sound fiscal management" demands an end to the past "obsolete system"; that sick leave should be "fairly and fully defined" so that each man knows his rights, and the Town may "properly plan its budget". The Town argues that its proposal is to continue the existing provision, but if the Panel is to consider a change, then its proposal of "10 days per year non-cumulative" should be adopted.

DISCUSSION:

The Panel sees no merit to the Town proposal that sick leave should be "10 days non-cumulative"; there is nothing in the evidence to warrant a finding that there should be a reduction from the current 12 days, or that unused sick days should not accumulate. Note is taken that there is no evidence that the County practice is for "non-cumulative". In addition the Panel does not find merit to the Police proposal that sick leave should revert back to unlimited sick leave. Specific note is taken that the Parties negotiated an Agreement that changed the sick leave provision, and there is no evidence to warrant a finding that the current sick leave provision has caused "hardship" to the Police; even the Police themselves acknowledge that the average number of sick

days taken over a 3 year period is 6.86 days, and there is nothing in the record that any police officer was harmed by the current provision.

Note is taken of the Police argument that 2 different sick leave provisions is an "unhealthy situation". Specific note is taken that different benefits based upon date of employment is not unusual; one need only look to the area of pensions to find different pensions based upon date of employment, and one need only look to the Agreement between the Parties where 7 officers receive longevity based upon "total police experience" while others receive it based upon "service in the Town". Additional note is taken that the Panel does not find merit to add "incentive days"; the Police themselves agree that this only appears in "one agreement" in the County; and the Panel assumes that officers with "relatively minor maladies" which "would not significantly hamper their ability to perform their duties" would come to work irrespective of whether they were granted incentive days.

The Panel however finds merit to the Police argument that the nature of police work increases the possibility of illness and injury, and to that extent the Panel finds an increase in current accumulation is warranted. The accumulation should be increased to 200.

On the Police request that an officer be permitted to leave his home for "reasonable necessities" during a period of confinement, the Panel notes that the language of the current rules and regulations cited by the Police permits a police officer to leave his home providing he notifies the Department of his intention to leave his home, his destination, as well as notification as to his return; and there is nothing in the record that the existing policy has caused problems for officers; therefore while no change in the current policy is warranted, same should be incorporated in the Agreement.

ISSUE #11, UNIFORM REPLACEMENT AND MAINTENANCE:

POLICE PROPOSAL:

A. An increase of \$100 per year, to both new police officers and existing police officers. (Currently is \$450 for new police officers and \$300 for others; requests \$550 for new police officers and \$400 for others).

TOWN PROPOSAL:

A. The Town rejects the Police proposal for an increase in uniform replacement and maintenance allowance.

POSITION OF THE PARTIES:

The Police supports its position for the requested increase along the following lines: that the required "uniform specifications" could not be purchased by a "new recruit" with the present \$450 entitlement; that after one year, members of the bargaining unit receive \$300 annually for uniform replacement and maintenance which is "insufficient". The Police argue that the \$100 increase is necessary to "overcome the ever increasing uniform replacement and maintenance costs"; that other County departments "pay higher amounts"; and that some increase in uniform replacement and maintenance "is called for". The Police note that their proposal would cost \$9,900, and note that "all claims for payment" are made "after submission of paid receipts and Town vouchers".

The Town argues that the Police proposal is "completely unjustified and grossly excessive"; that the Town is "not out of line with its neighbors"; and that the job of police officer requires a uniform, and "uniforms are almost universally furnished at the expense of the policeman"; and that if money is to be paid, it should be paid "directly to individuals" and not "indirectly through fringe benefits".

DISCUSSION:

A review of the evidence requires a finding that an adjustment in the uniform replacement and maintenance allowance is warranted; this is supported by both the increased cost of items,

as well as comparisons with other County units. The Panel finds that the increase of \$50 for both new recruits and veterans should be granted, retroactive to January 1, 1980.

ISSUE #12, OUT-OF-TITLE PAY:

POLICE PROPOSAL:

A. The inclusion in the Agreement of a provision which allows the patrol officer to be assigned to train in the detective division for up to 4 months without receiving any out-of-title pay.

TOWN PROPOSAL:

A. The Town rejects the inclusion of the Police proposal in the out-of-title pay provision.

POSITION OF THE PARTIES:

The Police support their position for their out-of-title pay proposal by arguing that they do not seek to "upgrade" the present contract language, but rather seek to include the "language of our informal Agreement", and therefore "formalize" the agreement; they argue that this proposal is "of benefit" to the Town as well as the Police and should be adopted.

The Town argues that while there is "no monetary implication" to the Police proposal, it represents an attempt by the Police "to infringe upon management prerogative"; that while the Town has "in its discretion" decided on a program for the training of patrolmen as detectives, the Police want "this management determination" to be "formalized" in the Agreement "so that it cannot be changed".

DISCUSSION:

This Panel finds that the Police request is of benefit to both Parties; it permits the Town to train patrol officers as detectives for a 4 month period without the necessity of paying

out-of-title pay, while at the same time providing the opportunity for upgrading of patrol officers. So long as the Town is not mandated to train police officers as detectives, this provision should be included; and only when it does train should the effective provision apply.

ISSUE #13, TRAINING AND SCHOOLING; & ISSUE #23 PAYMENT FOR COURSES:

POLICE PROPOSAL:

A. To insure that attendance for college courses receive reimbursement, in accordance with the previous grievance settlement.

TOWN PROPOSAL:

A. The Town rejects the Police proposal insofar as the Police requests that reimbursement obtained by the Town from "law enforcement assistance program" go to the police and would not alleviate the Town financial burden.

POSITION OF THE PARTIES:

The Police proposal on training and schooling involves a request that a previous grievance settlement be included in the Agreement. The Police note that the current Agreement sets a maximum liability of \$10,000, and there is no attempt to increase this "maximum liability" nor is there an attempt to reduce the standards for reimbursement. The Police notes that the proposal is the "product of negotiations" between the Parties which lead to a "considerable reduction" of the Town's previous liability; that the settlement should be "included in the Agreement"; the Police note that currently the Agreement provides for a maximum liability of \$10,000, 75% paid by the Town and 25% by the Police; and that the grievance settlement should be incorporated in the Agreement.

The Town argues that it currently provides tuition reimbursement "well beyond" that provided in most other County agreements; that it pays "tuition payments" for Police Science Programs, together with fees and books to the maximum amount of \$10,000, with 25% of tuition paid by patrolmen. The Town notes that it agreed to the \$10,000 amount, and also agreed to the 75%/25% split. The

Town however notes that the dispute between the Parties is the Police request that any reimbursement obtained from the "Law Enforcement Assistance Program" go to the benefit of the Police, while the Town requests that it shall "alleviate the Town financial burden".

DISCUSSION:

The Parties are in agreement that the current \$10,000 fund and the current 75%/25% split is acceptable; accordingly there is no reason why it should not be included in the Agreement. The dispute involves the amount received from the Law Enforcement Assistance Program. The Police argue that the current procedure is as follows: that a police officer must first apply to the Law Enforcement Assistance Program for reimbursement; if he does not, he may not file a claim before the Town for reimbursement; if he does, he then receives the difference between his cost and the amount received from the Law Enforcement Assistance Program, with the remaining amount falling within the \$10,000 maximum under the 75%/25% split. Accordingly the Town objection is without merit, since the amount received from the Law Enforcement Assistance Program is counted against the Town liability. The current procedure should be incorporated in the Agreement.

ISSUE #14, JOINT SAFETY COMMITTEE:

POLICE PROPOSAL:

A. The Police proposes a joint safety committee equally composed of representatives from the Town and the Police.

B. That its jurisdiction shall cover all matters of safety to members of the bargaining unit.

C. That in the event of a deadlock between the Police and the Town, then the issue shall be submitted to binding arbitration.

TOWN PROPOSAL:

A. The Town rejects the Police proposal for a joint safety committee

POSITION OF THE PARTIES:

The Police supports its position for a joint safety committee along the following lines: that while it recognizes the Town has the right to "manage and direct its work force and specifically its police department", the Police should have machinery "to resolve issues" which the Police believe are "legitimate safety hazards"; that the joint safety committee would provide said machinery. The Police note that if the committee is "deadlocked", then the issue should be submitted to "binding arbitration".

The Town opposes the establishment of said committee by arguing that there is no evidence that this proposal is "prevalent" among other County departments; that there is "no demonstrated need" for said committee; and that it is really an attempt to require management to negotiate manpower issues under the guise of safety.

DISCUSSION:

This Panel finds that a joint safety committee equally composed of representatives from the Town and the Police would be a benefit to both Parties in discussions leading to the resolution of "safety problems".

However the Panel does not find merit that "unresolved issues" should go to binding arbitration; rather the Panel finds that the committee shall make recommendations to the Town Supervisor for his consideration.

ISSUE #15, GRIEVANCE PROCEDURE; AND ISSUE #27, GRIEVANCE PROCEDURE

POLICE PROPOSAL:

A. That the Police be allowed under the grievance procedure to grieve when a written rule or regulation of the department is unfair or unequally applied.

B. The Police rejects the Town proposal under Issue #27.

TOWN PROPOSAL:

A. A change in the grievance procedure which would limit the right of the Police Association to bring grievances to matters of its own right, and where an affected officer complains.

B. To insert shorter time limits for bringing of grievances, and shorter time for each step of the procedure.

C. The Town rejects the Police proposal for a change in the grievance procedure under Issue #15.

POSITION OF THE PARTIES:

The Police notes that the "only change" requested in the grievance definition is to allow the Police to grieve when a "written rule or regulation of the Department is inequitably or unfairly applied". The Police argues that this is necessary to "correct certain practices" which "show favoritism while punishing others"; that this is "demoralizing and undermines the very basis of the written rules and regulations".

In response to the Town request for a change in the time limit, the Police argue that the grievances submitted were "not frivolous in nature", and that the current time limits are "equitable"; that to shorten the time limit would "stifle the filing of legitimate grievances".

The Town argues that many of the grievances were to "harass management"; that the Town proposal to redefine a grievance so as to eliminate "class grievances", to require an actual complainant, and to insert "realistic" time limits on the filing of grievances should be granted; that the granting of the Police request would "increase the number of grievances", and frustrate the administration of the Department; and that there are many available remedies for "unfair treatment", and no remedy is necessary in the Agreement.

DISCUSSION:

This Panel finds no evidence which requires a finding to reduce the current time limit; and there is nothing in the evidence which supports the Town contention that there were "stale complaints" constituting "harassment". This Panel also finds that there is no evidence to support a finding that the current grievance definition should be changed so that the Police only may grieve "matters of its own right and where an affected officer complains". The Police as the exclusive bargaining agent should retain existing rights under the grievance definition.

In addition there is no evidence to support a finding that the grievance definition should be broadened to allow the Police to grieve when a "written rule or regulation of the Department is unfairly or inequitably applied"; there is nothing in the record to support a finding of "favortism", and note is taken that should there be "favortism, discrimination or unequal application", then the Police reserve the right to grieve under the existing grievance definition.

ISSUE #20, SELECTION OF ALTERNATE CARRIER FOR BENEFITS:

TOWN PROPOSAL:

A. that all insurance benefit premiums be paid directly to the carrier, with the Town having the right to procure an alternate carrier so long as benefits are not reduced.

POLICE PROPOSAL:

A. The Police rejects the Town proposal.

POSITION OF THE PARTIES:

The Town supports its position for the right to pay premiums directly to the carrier and to select an alternate carrier "so long as benefits are not reduced" by arguing that its proposal is to "save money through extensive purchasing power" and to avoid "even the possibility of improper payments" to Union officials.

The Town notes that this will "not reduce benefits", but "may well reduce costs".

The Police request denial of the Town proposal by arguing that its implementation would be "improper" for the following reasons: that it currently purchases life insurance through the Tri-County Federation of Police, and that this "large group size" allows the insurance coverage at "rates considerably lower" than a smaller group; that the Federation offers a "number of options" which greatly enhances the benefits, among which are "additional coverage at the same rates, coverage for spouse and children, and continuation of partial coverage for retired members"; and that the same benefit levels could not be maintained by "choosing a different carrier". The Police also note that the cost of insurance coverage paid by the Town has actually "decreased" during the expired Agreement. The Police therefore request that the Town proposal should be denied.

DISCUSSION:

This Panel has before it insufficient data to award the Town proposal; while the Town argues that its proposal will "not reduce benefits", there is nothing in the record that the options cited by the Police would and could be maintained; and there is nothing in the record which supports a finding that the cost "may well reduce". Accordingly the Town request on Issue #20 is denied.

ISSUE #22, VEHICLE MAINTENANCE:

TOWN PROPOSAL:

A. That bargaining unit members assigned to vehicles shall gas his vehicle and check the oil and water levels when no custodian is available.

POLICE PROPOSAL:

A. The Police rejects the Town proposal for a change in vehicle maintenance provision.

POSITION OF THE PARTIES:

The Town notes that the current Agreement requires police officers to "gas their vehicles". It seeks to expand this requirement to include "checking the oil and water levels when no custodian or attendant is available". The Town notes that it will save money "without increased burdens of its police"; and that this is "what most other car operators do regularly".

The Police argue that they do not believe that the Town proposal is the "proper task of a police officer", and that it is "not part of a policeman's job description"; that police officers have "never performed this task", and that the Town proposal "is an economy measure". The Police also notes that they are required to maintain a neat and clean appearance, and nothing can destroy such an appearance like the "dirt, grease and oil" officer are exposed to while performing these duties. The Police therefore argue that the Town proposal should be denied.

DISCUSSION:

This Panel does not find that the amount of additional work which would be required under the Town proposal to be odorous; it is "incidental". The Panel also finds that it can be performed without adversely affecting the appearance of the police officer.

ISSUE #26, PERSONAL LEAVE:

TOWN PROPOSAL:

A. That no personal leave will be granted if it leaves the department with less than the minimum manpower requirements.

POLICE PROPOSAL:

A. The Police rejects the Town request for a change in personal leave.

POSITION OF THE PARTIES:

The Town supports its position for its proposal by arguing that personal leave should not be taken when there is insufficient manpower to provide "minimum requirements". The Police oppose the granting of the Town proposal by arguing that its inclusion would "effectively neutralize" the "intent and purpose" of the benefit, and would make personal leave "meaningless". The Police also note that while the Town makes reference to what is "minimum manpower" it does not define minimum manpower; and that accordingly the proposal should be denied.

DISCUSSION:

The Panel notes that there is nothing in the record that the use of personal days has created problems for the Town. In addition there is nothing in the evidence as to what constitutes "minimum manpower"; without same, this Panel is unable to determine the effect of the Town proposal and therefore unable to grant same.

AWARD OF THE PUBLIC ARBITRATION PANEL:

The Public Arbitration Panel renders the following Award. The Town appointed Arbitrator Frank Reel concurred in the Award. The Police appointed Arbitrator Al Sgaglione concurred in all except Issue #22 (Vehicle Maintenance), on which he dissented.

ISSUE #1, SALARIES; AND ISSUE #28, WAGES AND SALARIES:

- (a) Retroactive to January 1, 1979, the salary increase shall be 5.5%, which would bring the First Grade Patrolman to \$19,819.
- (b) Retroactive to January 1, 1980, the salary increase shall be 6.5%, which would bring the First Grade Patrolman to \$21,107.

ISSUE #2, BASIC WORK WEEK:

- (a) The Panel denies the request for a change in the basic work week.

ISSUE #3, NIGHT DIFFERENTIAL:

- (a) The Panel denies the request for night shift differential.

ISSUE #4, OVERTIME:

(a) The request that members of the bargaining unit who perform police duties during off duty hours be compensated overtime rates for hours actually worked in performing these duties is denied; except if work during off duty hours is directed by the Town.

(b) The request that off duty performance be considered line-of-duty for the purpose of accident and injury is granted.

(c) The request for additional compensation for officer who work on New Year's Day, Easter Sunday, Thanksgiving Day and Christmas Day is denied.

(d) Members of the bargaining unit whose tour of duty is temporarily changed to satisfy a manpower requirement, where notification is not given within 48 hours of the change of duty, shall be compensated at time and one-half rates for the first tour resulting from said change.

(e) The request for overtime for the Captain is denied.

ISSUE #5, COURT TIME; ISSUE #19, LIMIT COURT TIME: AND ISSUE #24, COURT APPEARANCES:

(a) The Police proposal for an increase in the minimum court time from 3 hours to 4 hours is denied.

(b) The Police proposal for doubling the amount of travel time from 1 hour to 2 hours is denied.

(c) Any member of the bargaining unit assigned to work the 2300 to 0700 tour or the midnight to 0800 tour shall be relieved from duty at 0500 when he has been ordered to appear in any court related to his police work, provided said court appearance is prior to 12:00 Noon on the same day.

(d) The Town proposal to limit court time to those situations where attendance is mandated by the Town or is for the benefit of the Town is denied.

(e) If an officer is reassigned to appear in court during his regularly scheduled work day and during his regular scheduled tour, then no additional compensation should be paid. However if he is reassigned to appear in court other than his regular scheduled work day and his regularly scheduled tour, and if 48 hours notice is not given before the reassignment, then he shall be paid overtime for the hours involved in the reassignment during the first day of his reassignment.

ISSUE #6, RECALL AND STANDBY:

(a) The Panel denies the Police proposal for a change in the recall minimum and recall travel amount.

(b) The Panel awards there be a 2 hour minimum standby guarantee, with the retention of the current standby rate of one-half the officers rate of pay.

ISSUE #7, LONGEVITY; AND ISSUE #21, LONGEVITY:

(a) The Panel denies the Town proposal for a change in longevity, and therefore those 7 patrolmen previously hired who were granted longevity based on total police experience shall continue to receive longevity based on total police experience.

(b) Retroactive to January 1, 1980 the longevity provision should read as follows:

\$ 75 after 7 years of continuous police employment with the Town  
\$150 after 10 years of continuous police employment with the Town  
\$400 after 15 years of continuous police employment with the Town  
\$700 after 19 years of continuous police employment with the Town

ISSUE #8, HOLIDAYS:

(a) The Panel denies the request for additional holidays.

(b) Retroactive to January 1, 1980, 2 additional holidays shall be converted to cash, making a total of 7 holidays convertible to cash.

ISSUE #9, WELFARE PLAN CONTRIBUTION; AND ISSUE #17, REPLACEMENT OF WELFARE FUND/CASH BONUS:

(a) The Town proposal for elimination of the Welfare Fund is denied.

(b) Retroactive to January 1, 1980 a \$25 increase per man per year be included in the Welfare Fund; making a total of \$125 per man per year.

ISSUE #10, SICK LEAVE; AND ISSUE #16, SICK LEAVE POLICY:

(a) The Police proposal for unlimited sick leave is denied.

(b) The Town proposal for 10 days sick leave non-cumulative is denied.

(c) For police hired after January 1, 1977, sick leave shall be 12 days per year cumulative to 200; same to be retroactive to January 1, 1980.

(d) The existing policy of permitting an officer to leave his home for reasonable necessities while on sick leave, provided he informs headquarters of his intention to leave, his destination, and his return, shall be incorporated in the Agreement.

ISSUE #11, UNIFORM REPLACEMENT AND MAINTENANCE:

(a) Retroactive to January 1, 1980, the uniform replacement and maintenance allowance for both new recruits and veterans shall be increased by \$50.

ISSUE #12, OUT-OF-TITLE PAY:

(a) A provision shall be included in the Agreement that when the Town elects to train patrol officers as detectives, it may do so for a 4 month period without same being covered under the out-of-title provision of the Agreement.

ISSUE #13, TRAINING AND SCHOOLING; & ISSUE #23 PAYMENT FOR COURSES:

(a) The current procedure of a \$10,000 Fund and the current 75%/25% split shall be adopted; and that the procedure whereby application to the Law Enforcement Assistance Program for reimbursement and compensation be retained, with the amount received from the Law Enforcement Assistance Program to be deducted from the amount due and payable under the Town liability; and that a provision pertaining thereto be incorporated in the Agreement.

ISSUE #14, JOINT SAFETY COMMITTEE:

(a) The Agreement shall contain a provision for a joint safety committee equally composed of representatives from the Town and the Police; and this committee shall make recommendations to the Town Supervisor for his consideration.

ISSUE #15, GRIEVANCE PROCEDURE; AND ISSUE #27, GRIEVANCE PROCEDURE:

(a) The Panel denies the request for changes in the grievance procedure proposed by both the Police and the Town.

ISSUE #20, SELECTION OF ALTERNATE CARRIER FOR BENEFITS:

(a) The Town request that insurance premiums be paid directly to the carrier, with the Town having the right to procure an alternate carrier so long as benefits are not reduced is denied.

ISSUE #22, VEHICLE MAINTENANCE:

(a) A Bargaining unit member assigned to a vehicle shall gas his vehicle and check the oil and water levels when no custodian is available.

ISSUE #26, PERSONAL LEAVE:

(a) The Town proposal for a change in the personal leave provision is denied.

DATED: February 21, 1980.

Respectfully submitted,

*Al Scaglione*  
AL SGAGLIONE

*Frank Reel*  
FRANK REEL

*Paul G. Kell*  
PAUL G. KELL, Chairman

STATE OF *New York* )  
COUNTY OF *Westchester* ) ss:

On this *29<sup>th</sup>* day of February, 1980, before me, the subscriber, a Notary Public of *New York*, personally appeared AL SGAGLIONE, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged that he executed the same.

VIRGINIA FISSETTE  
Notary Public, State of New York  
01-1225476  
Residing in Albany County  
Commission Expires March 30, 1981  
*Virginia Fissette*

STATE OF *New York* )  
COUNTY OF *Westchester* ) ss:

On this *6<sup>th</sup>* day of *March*, 1980, before me, the subscriber, a Notary Public of *New York*, personally appeared FRANK REEL, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged that he executed the same.

*Robert J. Malavan*  
NOTARY PUBLIC, State of New York  
No. 41 2860375  
Certificate filed with Queens & Kings  
County Clerk's Office  
Term Expires March 30, 1981

STATE OF NEW JERSEY )  
COUNTY OF HUDSON ) ss:

On this *21* day of February, 1980, before me, the subscriber, a Notary Public of New Jersey, personally appeared PAUL G. KELL, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged that he executed the same.

*Robert J. Malavan*  
NOTARY PUBLIC, NEW JERSEY  
My Commission Expires Oct. 20, 1983

