

STATE PUBLIC EMPLOYMENT  
RELATIONS BOARD  
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STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Compulsory Interest :  
Arbitration :  
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between :  
 :  
CITY OF NEW ROCHELLE :  
- and - "City" :  
POLICE ASSOCIATION OF NEW ROCHELLE, INC. :  
 :  
"Union" :  
Pursuant to Section 209.4 of New York Civil :  
Service Law :  
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Case No. IA-149-  
M79-444

APPEARANCES

For the City

RAINS & POGREBIN  
Randy J. Kamen, Esq., of Counsel

For the Union

LAW OFFICES OF RICHARD HARTMAN  
Richard Hartman, Esq., of Counsel  
Ronald J. Davis, Esq., of Counsel  
David Schlachter, Esq., of Counsel

BEFORE:

PUBLIC ARBITRATION PANEL  
Ralph Purdy, Employee Organization Panel Member  
Joel H. Golovensky, Esq., Employer Panel Member  
Martin F. Scheinman., Esq., Chairman

## BACKGROUND

Pursuant to Section 209.4 of the New York State Civil Service Law, the New York State Public Employment Relations Board, on May 16, 1980, designated a Public Arbitration Panel to make determinations of the outstanding issues resulting from negotiations between the parties for an agreement to succeed the two-year agreement which had expired on December 31, 1979. Martin F. Scheinman, Esq., was designated as the Public Member, Ralph Purdy was designated as the Employee Member and Bruce R. Millman, Esq., was designated to serve as the Employer Member. On May 27, 1980, prior to the commencement of hearings, Joel H. Golovensky, Esq., replaced Mr. Millman as the Employer Member.

Hearings in this matter were held during Spring and Fall 1980. All hearings were held at City Hall in New Rochelle, New York. In all, there were approximately eleven hearings. At those hearings both sides were afforded full opportunity to introduce evidence and argument in support of their respective positions. Post-hearing briefs were also filed.

At the conclusion of the hearings, the Panel met in a series of executive sessions. This Opinion and Award was drafted by the Chairman, Martin F. Scheinman, Esq. He is solely responsible for the language selected.

## The Open Issues

The following issues were presented to the Panel for "a just and reasonable determination" pursuant to Section 209.4. The Union introduced forty-three issues:

1. Duration
2. Salary
3. Detective Differential
4. Cost of Living Adjustment
5. Vacations
6. Severance Vacation Leave
7. Holidays
8. Personal Leave
9. Pay out or Accumulation of Personal Leave
10. Death Leave
11. Funeral Expenses
12. Time off for Promotional Examinations
13. Sick Leave
14. Extended Illness Benefit
15. Uniform Allowance Increase
16. Uniform Replacement
17. Parking Space
18. Overtime Pay
19. Minimum Call-Back
20. Standby Pay
21. Preparation Time for Instruction Classes
22. Night Differential
23. Automobile Equipment
24. Clothing for Detectives
25. Welfare Fund
26. Arbitration
27. Longevity
28. Mileage Allowance
29. Medical Examination
30. Physical Fitness Program
31. Time Off for Officers to Attend Meetings
32. Time Off for President to Perform Duties
33. Maintenance of Benefits
34. Pay Out Option for Holidays
35. Compassionate Leave
36. Insurance Protection for Tort Acts etc.
37. Bullet-Proof Vests
38. Tuition and Book Reimbursement
39. Overtime Checks
40. Retirement Differential
41. Ratio between Officers and Sergeants
42. Medical Review Board
43. Availability of Recognized Programs

During the Union's presentation, Demands #4, #10, #16, #17, #21, #23, #24, #29, #34, #35, #37, #39, #41 and #43 were all withdrawn.

The City introduced fifteen demands. They are as follows:

1. Duration
2. Work Chart
3. Forty-Hour Work Week
4. Accrual and Use of Vacation Leave
5. Detective Provisions
6. Personal Leave
7. Office Space
8. Training Time
9. Civil Service Examinations
10. Computation of Overtime
11. Vacation for New Officers
12. Health Insurance Conversion
13. Health Insurance/Spouses
14. Election Day
15. Copies of Agreement.

Demand #14 was withdrawn by the City.

#### Statutory Criteria

In making our "just and reasonable" determination we are mindful of the relevant criteria specified in Section 209.4. We have considered these criteria in great detail in reaching our conclusions below. Specific reference to some of the criteria appears in the DISCUSSION AND FINDINGS section.

The Panel is required to consider:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.
- b. the interest 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. such other factors which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment.

## DISCUSSION AND FINDINGS

### Comparability

The statute requires the Panel to compare the conditions of employment of the members of the unit with similarly situated employees in comparable communities e.g. in terms of skills and services provided. The City argued that prior arbitration awards and fact finding reports have defined the cities of Mount Vernon and White Plains to be the comparable communities. Given these prior documents, the City contended that the Panel was

obligated to look only at these two cities.

The Union, on the other hand, has sought to expand the geographic region for the Panel to compare with New Rochelle. It has introduced documents indicating the terms and conditions of officers throughout Westchester County, in municipalities in Nassau and Suffolk counties, and in New York City. In the Union's view, it should make no difference whether the employing entity is known as a county, city, town or village. The Union also asserted that the proximity of New Rochelle to New York City make New York City's conditions of employment for officers compelling.

We have analyzed both parties' arguments in terms of the appropriate communities for comparison in great detail. Scores of documents, charts and graphs have been viewed and reviewed. Based on our independent study we are persuaded that at this time the relevant universe for comparison of terms and conditions is the cities of Mount Vernon and White Plains. The Union's attempt to expand the relevant universe is inappropriate.

Several factors have led us to reach this conclusion. First, these cities have much in common in terms of geographic size, population and size of the police force. For example, the approximate size of the uniformed police force in White Plains is 196; Mount Vernon has a

complement of 176 officers; New Rochelle has approximately 186 officers. In contrast, Yonkers has more than 450 men; Nassau County more than 2000 and New York City has thousands more than that. The cities of Rye and Peekskill, with forces of 35 and 50 respectively, are simply too small to be compared to New Rochelle. Similarly, the population of Yonkers which is almost three times greater than New Rochelle is a strong indication that it is not a proper basis of comparison.

Secondly, Mount Vernon and White Plains are both closely situated geographically to New Rochelle. As such, in terms of the population and area served, the forces in these three Westchester cities are similar.

Third, these three communities' similarities are furthered because they are all cities. As cities, they bear the same responsibilities for governmental services e.g. paid fire departments. Stated simply, they each must bear the problems faced by cities in the 1980's.

In sum, we must conclude that at this time, based upon an independent review of the data provided, that Mount Vernon and White Plains constitute the relevant universe.

#### Ability to Pay

The Union insisted that the City has the financial ability to pay the costs of the demands it presented to the

Panel. The primary argument presented by the Union is that taxes in 1977, 1978 and 1979 were not increased. It asserted that even with the 5.79% tax increase for 1980, the average increase since 1976 is but 1.5% per year.

The Union argued that there has been a substantial and continuous increase in real value of property since 1976. This, the Union maintains, reduced the effective real tax rate.

The Union also contended that had the City not voluntarily abandoned the sales tax on fuel oil, there would be enough money to provide every officer a 12% salary increase. Finally, the Union stated that the City is in good fiscal health in terms of constitutional debt margin and taxing power.

The City has painted a less rosy picture concerning its economic health. It maintains that the City is unable to pay the officers a substantial wage increase.

The City argued that the City is experiencing and will continue to experience a decline in total population. According to the City, this trend will make it very difficult to finance the operations of City government. This is exacerbated by the fact that a higher percentage of the population is elderly who live on fixed incomes.

The City asserted that the total tax burden on an individual taxpayer must be considered. It notes that New York State has the second highest state and local tax levy in the country and that New Rochelle residents have the third highest school taxes in the state.

The City maintained that property taxes were not increased in 1977 - 1979 because of the 2% sales tax. Without the tax, the City argued that property tax would have increased \$4.54 in 1977, \$6.37 in 1978, \$11.04 in 1979 and \$9.55 in 1980.

In addition, the City contended that the City has used its savings account, the Tax Stabilization Fund and the Fund Balance, to avoid raising property taxes. The Fund was created by the one-time sale of David's Island as well as the Fund Balance. Both of these accounts have been depleted.

Finally, the City notes that the proposed 1981 tax increase is \$6.98 per thousand. This constitutes a 16.6% tax increase. This increase is without any additional tax burden caused by the settlement.

The Panel has studied with great detail all of the information provided us concerning the City's financial situation. We have paid particular attention to expert testimony of Edward Fennell, the Union's financial expert and George Bartels, the City's financial expert.

While we are persuaded that the financial situation in the City is not excellent, we do believe that there is ample room to finance a reasonable increase for the officers. Had the City instituted reasonable and prudent tax increases during the years of 1976-1979, there would be less of a need for drastic increases now. The City understood that when it used the monies from the sale of David's Island, the Fund Balance and the monies generated by the fuel tax for current expenditures instead of for long-term capital projects, that increases in property taxes were being postponed - they were not being eliminated. The advisability of using the monies for current expenses is, of course, subject to debate.

In any case, the City saw its way clear to give other employees increases in 1980 e.g. Fire Fighters, Superior Officers, AFSCME, Deputy Fire Commissioners. It would be patently unfair for the City to be able to now say that it can afford no increase for these officers. In summary, we believe that the City has the financial wherewithall to pay the increases awarded below.

## The Relationship between the Police and Firefighters

There has been a long standing relationship between police and fire salaries in the City. Since 1969 the salaries for the two groups have been virtually identical. Repeated attempts by both unions to break this history of parity have been unsuccessful.

The Union argues that it should not be bound by the increase received by the UFFA for 1980. It insists that the historic pattern stems from the fact that the firefighters have had "me-too clauses" in their contracts. The Union maintains that the firefighters have always negotiated settlements after the police had previously settled. It contended that police officers should not now be required to accept the fire settlement simply because the firefighters negotiated a settlement prior to the police coming to terms with the City. Since the Union was not a party to the fire settlement, and there is no history of joint bargaining, the Union argues that officers should not be bound by the fire settlement.

In the Union's view, the fact that firefighters have historically received what the police had achieved does not now obligate the police to that which firefighters have achieved. Therefore, it asserted that the Panel should disregard any linkage between the two groups.

We are persuaded that the historical tandem

relationship between police and fire should be followed. This method of compensation has brought stability and consistency to labor relations in New Rochelle. We are also well aware of the fact that this tandem relationship has avoided the "leap frogging" which can be detrimental to the City as well as both unions. Therefore, we are prepared to adhere to this historical pattern.

However, when a union gives relief to the City in an area - an area where real cost savings or productivity gains are apparent - we believe that it is completely appropriate for a union to receive extra compensation for the savings which accrue to the City. In such an instance the union might well receive more base pay than another unit.

Here, as noted below, we are directing that officers, other than detectives, work more days than in the past. Such increased time offers the City real productivity gains. For this reason, police officers are entitled to "extra" compensation for "extra" time worked. Our awarding them "extra" compensation over and above that received by the firefighters, is in response to the chart days given back to the City. It does not represent a departure from the historical tandem relationship between the police and fire units.

## The Issues

### Union

1. Duration - Given the date of this final award by the Panel, it is illogical and counterproductive for the Panel to issue an Award covering only the period of January 19, 1980 - December 31, 1980. Instead, we are persuaded that a two-year award is appropriate.\*
2. Salary - The Union has demanded that each officer receive a 23% increase for the 1980 calendar year. Considerations of comparability with the relevant cities, the City's ability to pay and the historic relationship of the firefighters and police in terms of salary convince us that the Union's demand is unreasonable. Instead, we believe that the basic salary structure should be consistent with that of the firefighters.

However, as is noted below, in the discussion concerning the City's demands, the Panel is awarding increased chart days to the City. For this "extra" work, we are persuaded that the officers are deserving of "extra" compensation.

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\* The parties have agreed in a separate document that the Chairman should also determine the terms and conditions for officers for the calendar year 1982. That award shall be rendered soon after the Award of this Panel.

We are also of the view that the new hire rate for all officers hired subsequent to December 31, 1980, should be frozen. All other grades shall be increased as follows:

Effective January 1, 1980, all officers shall receive an additional \$700. The rates effective January 1, 1980 are:

Starting	\$14,445
Second year	16,196
Third year	17,947
Fourth year	19,700

Effective July 1, 1980, officers shall receive an additional \$550. The rates effective July 1, 1980, are:

Starting	\$14,445
Second year	16,380
Third year	18,315
Fourth year	20,250

Effective January 1, 1981, for the calendar year 1981, officers shall receive an additional \$1450. The rates effective January 1, 1981, are:

Starting	\$14,445
Second year	16,863
Third year	19,281
Fourth year	21,700

3. Detective Differential - The Union has demanded that the Detective differential be increased 15% above Patrolman first grade. We agree with the Union that the detectives deserve an increased differential. The Union has made a persuasive case that detectives perform a vital and necessary function for the City deserving

increased compensation. We are prepared to insure that each detective receive a greater differential than the one received under the previous contract.

However, we believe that the time has come for a new approach for the Detective differential. The City has made a persuasive case that the differential be paid in terms of flat dollars instead of in terms of a percentage of the patrolman's salary. For this reason, our award below reflects this change in fundamental philosophy.

Effective January 1, 1980, the differential for detectives shall be as follows:

Detective first grade	\$1750
Detective second grade	1525
Detective third grade	1325

4. Cost of Living - withdrawn
5. Vacation - The Union demanded an increased vacation entitlement for officers. They have failed to make a convincing case to increase the current vacation provision. Therefore, we reject this demand.
6. Severance Vacation Leave - The Union demanded that each officer receive special severance vacation leave in cash during the employee's final year of service. We are not convinced that such a provision is appropriate. Therefore, we reject the Union's demand.

7. Holidays - The Union demanded that officers be entitled to fourteen (14) paid holidays. This would be an increase from the twelve (12) paid holidays that the officers currently receive. We are not persuaded that a change in the holiday provision is necessary. We note that officers in the City receive the same number of paid holidays as the officers in White Plains and more than the officers in Mount Vernon. Therefore, we reject this demand.
8. Personal Leave - The Union demanded that officers be entitled to five (5) personal leave days. This would be an increase from the three (3) personal leave days that the officers currently receive. We are not persuaded that a change in the personal leave provision is necessary. We note that the current provision is better than, or comparable to, that of the officers in the comparable communities. Therefore, we reject this demand.
9. Pay out or Accumulation of Personal Leave Days - The Union demanded that personal leave days, not used within the year, shall be added to accumulated sick leave, paid in cash or accumulated (to a maximum of ten days) at the option of the employee. The Union has failed to make a persuasive argument to support this demand. Therefore, we reject this proposal.

10. Death Leave - withdrawn
11. Funeral Expenses - The Union demanded that the City pay all reasonable expenses of an employee who is killed or dies as a result of the performance of duty. The City currently pays up to \$500 of the funeral expenses incurred by the family of a member who dies in the line or the performance of duties.

The increase in the costs of a funeral in the past few years is legend. For this reason, we are persuaded that a \$500 maximum is inadequate. Funeral expenses shall be changed to a maximum of \$1000 to be paid to the family of an officer who dies in the line or performance of duty.

12. Time off for Promotional Examinations - The Union demanded that employees who are due to report for promotional examinations be excused from duty. at least sixteen (16) hours prior to the time of the examination.

The Panel received considerable evidence concerning this demand. We are convinced that the current practice between the parties amply provides the time off for promotional exams. That practice provides that employees working on a tour of duty prior to a scheduled promotional examination for which they have applied, shall be excused from duty three hours prior to the start of the examination. Employees working a tour of

duty during which there is held a promotional examination, for which they have applied, shall be excused from duty for the purpose of taking the examination. Therefore, we reject the Union's proposal.

13. Sick Leave - The Union demanded that officers be entitled to twenty-four (24) sick leave days with unlimited accumulation. This would be an increase from the current provision of twelve (12) sick leave days with a maximum accumulation of 180 days. In addition, the Union asks that an employee be paid at his or her rate for all accumulated sick leave at separation. We are not persuaded that the change in the sick leave days is necessary; therefore, we reject the Union's proposal.
14. Extended Illness Benefit - The Union demanded that when an employee exhausts his or her accumulated sick leave, in the case of an extended illness, the employee shall be entitled to continuance of full pay and benefits for an additional one-year period which could be extended by action of the City Council. We are not persuaded by the Union that this leave is warranted. Therefore, we reject the Union's proposal.
15. Uniform Allowance - The Union demanded that employees be granted a uniform allowance of \$450 per year. In addition, new employees would receive a complete uniform from the City. The cost of any uniform change directed

by the City would also be paid by the City and not deducted from the uniform allowance. This would be an increase from the uniform allowance of \$300 that the officers currently receive. While we are cognizant of the expense of the uniforms, we have made a judgement that the limited monies available are better directed into the employee's base salary. Therefore, we reject the Union's proposal.

16. Uniform Replacement - withdrawn
17. Parking Space - withdrawn
18. Overtime Pay - The Union demanded that overtime be paid to all employees, including detectives, for duties performed beyond a regularly scheduled eight (8) hour tour of duty at the rate of time and one-half, except for Sundays and holidays, which under the current provision, would be paid at a double time rate. The current practice is that detectives are granted overtime in limited situations e.g. court time while off duty, non-follow-up duty, follow-up while on seventy-two hour swing and court time beyond eight (8) hours in a day if switched.

Basically we agree with much of the Union's position. This was part of our rationale in granting the Detective differential in Demand #3. Additionally, in recognition of the number of hours detectives work, for which detectives are not compensated extra, we have determined that

detectives shall not have their chart days increased. This, of course, has no effect on increasing the daily pay for detectives.

In any event, the Union's demand for an increase in overtime for duties performed beyond the regularly scheduled (8 hours) tour of duty is rejected.

19. Minimum Call-Back - The Union demanded that minimum call-back for all employees, including detectives, shall be six hours at time and one-half rate and that if employees, including detectives, are called in on an off-duty day, they shall receive a double time rate for a maximum of six hours. This would be an increase from the current provision of 2 2/3 hours at the rate of time and one-half. We do not feel there is ample justification for this increase; therefore, we reject this proposal.

20. Stand-By Pay - The Union demanded that employees who are required to be on standby or subject to recall by telephone shall be entitled to time and one-half for such time required to be on standby.

Considerable evidence was submitted on the circumstances surrounding "preference to recall". We believe that the system of "preference to recall" is designed to insure that overtime opportunities are distributed

fairly. Under the "preference to recall" system, an employee is not required to be at home or to curtail personal activities. Therefore, there is no inconvenience deserving of compensation.

In contrast, standby duty is a situation where an employee is actually placed on standby alert. For standby duty, an employee is entitled to compensation and under the terms of the agreement, he or she is compensated.

Thus, we agree with a prior arbitration Award that employees under the "preference to recall" system, are not entitled to any compensation. For this reason, we reject this demand.

21. Preparation Time for Instruction Classes - withdrawn
22. Night Shift Differential - The Union demanded that employees scheduled to be on duty between the hours of 4:00 p.m. and 8:00 a.m. be entitled to a night differential of 10%.

We believe that rotating tours of duty and night work are well-known and accepted components of a police officer's job. This proposal would cost the City approximately an additional 6.7%. Frankly, it is not feasible at this time. For this reason, we reject the Union's demands.

23. Automobile Equipment - withdrawn

24. Detective Clothing - withdrawn
25. Welfare Fund - The Union demanded that the City contribute on January 1st of each year, \$250 per member per year to the Association which shall establish a Welfare Fund to be used for benefits such as life insurance, dental insurance or an optical or prescription plan.

We must note that the City is currently paying into a dental plan an amount which is comparable to that paid in White Plains. No dental plan is provided in Mount Vernon. This proposal would increase the City's cost by 1.3%. We are convinced that limited monies are better directed into the employee's base salary. Therefore, we reject the Union's proposal.

26. Arbitration - The Union demanded that the Hearing Officer for disciplinary proceedings shall be selected from a list supplied by the American Arbitration Association, and that the cost be shared equally by the City and the Association. In addition, the Hearing Officer shall judge the guilt or innocence of the employee and if guilty, determine the punishment. The current practice is that disciplinary proceedings are conducted by a Hearing Officer appointed by the Police Commissioner and it is the Commissioner who judges the guilt and determines the punishment.

While we are strongly in favor of due process, and our decision here should not be viewed as a departure from such, there simply has not been sufficient evidence presented by the Union to convince us of the necessity for a change. Therefore, we reject the Union's proposal.

27. Longevity - The Union demanded that employees be granted additional compensation according to the employee's years of service.

This longevity proposal for additional compensation would cost the City an additional 8%. It should also be noted that the current longevity provision is greater than that of Mount Vernon. We are not persuaded that this proposal is warranted; therefore, we reject the Union's demand.

28. Mileage - The Union demanded that employees required or requested to use their personal car for department business be entitled to twenty-five (25) cents per mile. This is an increase from the current rate of fifteen (15) cents per mile. It also proposed that mileage be calculated from residence to destination instead of from headquarters to destination.

Little discussion is necessary regarding the substantial increases in gasoline and the costs of operating an automobile. The proposal for the increase

to twenty-five (25) cents per mile is reasonable.

Therefore, we accept this proposal. We believe, however, that there is no compelling reason to change the method of calculating mileage entitlement.

29. Medical Examination - withdrawn

30. Physical Fitness Program - The Union demanded the City institute, on voluntary participation, a physical fitness program.

We, of course, clearly see the value of physical fitness for the employees, and we must note that the police are free to use the City's existing public facilities. For this reason, we are not persuaded that this proposal is necessary. Therefore, we reject the Union's demand.

31. Union Business - The Union has demanded that elected officers of the Association be excused from duty to attend meetings of the Association. We believe that this proposal is without merit. The current provision compares favorably with the comparable communities.

32. Leave of the President - The Union demanded the President of the Association and his designees be granted reasonable and necessary time to perform the duties of that office. This time would include time to attend meetings, conferences, conventions, educational sessions, etc.

The evidence established that it has been the parties' practice to give officers reasonable time off, without charge, to conduct Union Business. There is nothing to indicate that this practice has not worked well. For this reason, we reject this proposal.

33. Past Practice Clause - The Union demanded that all terms and conditions of employment not specifically amended by these negotiations be continued.

The Panel is mindful of the fact that past practice clauses appear in a good number of collective bargaining agreements. However, we are committed to the view, that such provisions with their long-range impact and wide-spread ramifications, ought to be the product of the parties' own negotiations. That is, such a provision should not be imposed into a negotiations relationship by an arbitration panel. Instead, the propriety of such a provision should be left to the parties. For this reason, we reject the Union's demand.

34. Cash for Holidays - withdrawn

35. Compassionate Leave - withdrawn

36. Insurance Coverage for Torts, Liabilities and False Arrests - The Union demanded that the City provide coverage for employees for Tort Acts, Liability and False Arrest, at the minimum coverage of one million dollars per incident. The Panel

recognizes the importance of insurance coverage and must note here that the City is self-insured and officers have been defended by the City in the past. For this reason, we are not persuaded that this proposal is necessary. Therefore, we reject the Union's demand.

37. Bullet Proof Vest - withdrawn

38. Tuition - The Union demanded that the City assume the full cost of tuition, books and reasonable expenses incurred by an employee for college courses which lead to a degree in Police Science or Criminal Justice. While our award is not meant to be viewed as a statement against schooling, we are simply convinced that the Union's proposal would be too costly for the employer. The time for a tuition program is not at hand. We must reject the Union's proposal.

39. Overtime Checks - withdrawn

40. Retirement Incentive - The Union demanded that employees, upon notification to the City of intention to retire, shall, within the last twelve months of police service to the City, receive a salary increase of 20%. Under the Union's demands, this benefit shall become effective retroactive to January 1, 1979. We believe that this demand holds advantages for both parties. It encourages

the retirement of the higher paid police officers who will be replaced with lesser paid police officers.

Therefore, we will award this according to the following:

A member who is employed by the City of New Rochelle as a police officer prior to July 1, 1973, and who has completed at least nineteen years of service and no more than twenty-four years of service, shall have the right to enter into a two-year agreement with the City to provide that his salary shall be 20% higher than the salary he would otherwise be entitled to receive on the first day of such two-year agreement, during the first year of such agreement, and 66 2/3% of such first years salary during the second year of such agreement.

Both members, who on the date of signing this agreement have completed twenty-four years of service, would have the right to enter into such two-year agreements prior to June 1, 1981.

Such two-year agreements shall not be made retroactive and shall be irrevocable and shall survive any agreements between the City and the Union.

It should be understood by the parties that an integral part of our award on this issue is the City's obligation to pass a Home Rule Message to have these funds included in the employee's base for retirement pay purposes, should the state authorize such inclusion through subsequent legislation.

41. Officers Pay as Ratio of Sergeant's Salary - withdrawn
42. Medical Review Board - The Union proposed that there shall be established a Medical Review Board to determine whether an individual officer has an illness or injury which is job related. Such Board shall be comprised of a physician selected by an individual officer, a physician selected by the City, and in the event that these physicians cannot agree, then a physician shall be selected by the mutual agreement of the individual's physician and the City's physician to make a determination.

We do not believe that the Union has made a persuasive argument for the need to have such a Board become part of the Collective Bargaining Agreement. We reject this proposal.

43. Recognized Programs - withdrawn

#### City

1. Duration - As per Union Demand No. 1, we are persuaded that a two-year agreement is appropriate.
2. Work Chart - The City demanded that the present contract language pertaining to the 4/72 new schedule be eliminated. The City introduced considerable evidence as to the cost impact of the 4/72 work chart.

The work chart in existence was voluntarily negotiated by the parties in 1968. We believe that it would be inappropriate for this Panel to eliminate the chart that the parties' voluntarily and bilaterally agreed to.

However, we believe that the City has made a compelling case for the need for some extra chart days for uniformed officers. We do not believe, however, given the special circumstances of detective work, that detectives should also have their work days increased.

After analyzing the evidence and arguments presented, we are persuaded that each officer, other than detectives, should be required to work two additional chart days per year. These days shall be scheduled so as to not interfere with an officer's vacation, personal leave days, and holidays. We would also direct the City to use its best efforts to not schedule these days on weekends. For the 1980 year, it would be inappropriate for officers to "owe" two chart days. This is because some of the benefits we have awarded to the officers are not applied retroactively e.g. Demand No. 40 - Retirement Incentive. For this reason, the chart days for 1980 shall not be fully retroactive. Instead, for 1980, each officer, except detectives, shall give one additional chart day.

That is, in 1981, except for detectives, there shall be a total of three additional chart days; one that is owed for the 1980 year and two that will become the normal work chart from 1981 onward.

3. Forty-Hour Work Week - The City proposed that officers work a forty-hour work week. The current work week is 35.5 hours.

We do not believe that any compelling reasons have been offered by the City to grant this issue.

4. Accrual and Use of Vacation Leave - The current contract gives an employee the right to accrue vacation leave but limits the use of such time by providing that the use is at the Commissioner's discretion. The City has proposed that both accrual and usage be at the discretion of the Commissioner. While the City may be correct, that this incongruous situation where use of vacation leave can only be with the permission of the Commissioner creates some problems, we nevertheless see no reason to grant this proposal.

5. Detective Provisions - The City has proposed to delete all special provisions for detectives, e.g. the differential. We are persuaded by the Union's argument that detectives are unique; they perform different functions than regular officers. The City has long recognized these differences in terms of differences in conditions of employment. We do not believe it to be wise to eliminate these special detective provisions. On the contrary, much of our Award is a recognition

of the differences between officers and detectives. Therefore, we reject this demand.

6. Personal Leave - The City has demanded the elimination of personal leave. We see no reason to grant this demand and note that the provisions for personal leave in New Rochelle are consistent with the other comparable communities of Mount Vernon and White Plains. This proposal is rejected.
7. Office Space - The City proposed that the Union's office space be turned back over to the City for conversion into a female locker room. This demand is rejected because of the importance of the Union's facilities. However, it is important that an appropriate and adequate female locker room be found. We direct the parties to establish a joint committee of two members from each side to see if they can find a resolution to this problem. The committee may also discuss whether an alternate location may be found for the Union's offices.
8. Training Time - The City proposed that the Commissioner be allowed to switch duty tours so that training can be accomplished during the day or evening tours. We believe such a proposal to be inappropriate. However, it would be perfectly appropriate, given the need that the City has demonstrated for training, to use one or two of

the extra chart days to facilitate training.

9. Civil Service Examinations - The City proposed that officers take examinations on their time instead of at the City's expense. This demand is rejected as per our rationale above under Union Demand No. 12.
10. Overtime Computation - The hourly rates are currently calculated on the basis of a 35.5 hour week. The City proposes that the hourly rate for overtime and other purposes be changed to be computed by dividing the officer's base pay by 2,080 hours.

This proposal represents a substantial decrease in the compensation for officers. We are not prepared to mandate such a decrease. Therefore, we will reject this proposal.

11. Vacation for New Officers - The City asks that employees not be allowed to earn or take vacation during their first year of employment. The City has demonstrated that some type of relief in the vacation area is necessary. Therefore, we shall order that the current language in the contract be changed so as to provide that all new officers, those hired after January 1, 1981, receive eight vacation tours in their first year. In their second year they shall receive nine vacation tours. In the third year they shall receive ten vacation tours.

12. Health Insurance Coverage - The City proposes to contractually convert its present dollar contribution rate to a flat dollar amount of contribution per employee. This is to avoid any automatic increases in health insurance rates.

We believe that such a proposal represents a major change in health insurance coverage. Again, it is our view that such a change should not be mandated by this Panel. If a departure from the present health insurance plan is to be made, it is our considered judgment that such should be agreed to by the parties through negotiations. Given our comments, we will reject this demand.

13. Health Insurance/Spouses - The City wants to stop paying health insurance contributions for the police officer's spouse if the spouse is employed and can secure health coverage from the other employer. At this time, this demand is rejected. We believe, however, that this proposal has some merit if it is legal and would cause no loss to the spouse. If any modest benefit should accrue to the City, and it wishes to have the spouse not be covered, any loss that the spouse might receive in insurance coverage should be paid to the spouse in a cash payment. We direct the City to study the possibility of such a proposal. After the study, we believe it advisable for the parties to confer as to the propriety of such a program.

14. Election Day - withdrawn

15. Copies of the Agreement - The City demands that it be required to provide the Union with twenty copies of the contract in lieu of providing copies to all members. This proposal is rejected. We believe it to be important for both parties that copies be provided to all officers. The change from this practice is not necessary. Therefore, we reject this proposal.

#### AWARD

1. Duration - This Agreement is effective January 1, 1980, and shall remain in full force and effect through December 31, 1981.

2. Salaries - Effective January 1, 1980, the rates are:

Starting	\$14,445
Second year	16,196
Third year	17,947
Fourth year	19,700

Effective July 1, 1980, the rates are:

Starting	\$14,445
Second year	16,380
Third year	18,315
Fourth year	20,250

Effective January 1, 1981, the rates are:

Starting	\$14,445
Second year	16,863
Third year	19,281
Fourth year	21,700

3. Detective Differential - Effective January 1, 1980, the differential for detectives shall be as follows:

Detective first grade	\$1,750
Detective second grade	1,525
Detective third grade	1,325

4. Cost of Living - This proposal has been withdrawn.
5. Vacation - The Union's proposal is rejected.
6. Special Severance Vacation Leave - The Union's proposal is rejected.
7. Holidays - The Union's proposal is rejected.
8. Personal Leave - The Union's proposal is rejected.
9. Conversion of Personal Leave Days - The Union's proposal is rejected.
10. Death Leave - This proposal has been withdrawn.
11. Funeral Expenses - The contract provision shall be changed to a maximum of \$1000 to be paid to the family of an officer who dies in the line or performance of duty.
12. Promotional Examinations - The Union's proposal is rejected.
13. Sick Leave Days - The Union's proposal is rejected.
14. Extended Illness Pay - The Union's proposal is rejected.

15. Uniform Allowance - The Union's proposal is rejected.
16. Uniform Replacement - This proposal has been withdrawn.
17. Parking - This proposal has been withdrawn.
18. Overtime - The Union's proposal is rejected.
19. Minimum Call-Back - The Union's proposal is rejected.
20. Stand-By Pay - The Union's proposal is rejected.
21. Preparation Time - This proposal has been withdrawn.
22. Night Shift Differential - The Union's proposal is rejected.
23. Automobile Equipment - This proposal has been withdrawn.
24. Detective Clothing - This proposal has been withdrawn.
25. Welfare Fund - The Union's proposal is rejected.
26. Arbitration - The Union's proposal is rejected.
27. Longevity - The Union's proposal is rejected.
28. Mileage - The contract provisions shall be twenty-five (25) cents per mile. This change shall apply prospectively only.
29. Medical Examination - This proposal has been withdrawn.
30. Physical Fitness Program - The Union's proposal is rejected.

31. Union Business - The Union's proposal is rejected.
32. Leave for the President - The Union's proposal is rejected.
33. Past Practice Clause - The Union's proposal is rejected.
34. Cash for Holidays - This proposal has been withdrawn.
35. Compassionate Leave - This proposal has been withdrawn.
36. Insurance Coverage for Torts, Liabilities and False Arrests - The Union's proposal is rejected.
37. Bullet Proof Vest - This proposal has been withdrawn.
38. Tuition - The Union's proposal is rejected.
39. Overtime Check - This proposal has been withdrawn.
40. Retirement Incentive - The contractual provisions shall read as follows:

A member who was employed by the City of New Rochelle as a police officer prior to July 1, 1973, and who has completed at least nineteen years of service and no more than twenty-four years of service, shall have the right to enter into a two-year agreement with the City to provide that his salary shall be 20% higher than the salary he would otherwise be entitled to receive on the first day of such two-year agreement during the first year of

such agreement and 66 2/3% of such first years salary during the second year of such agreement.

Those members, who on the date of signing this agreement have completed twenty-four years of service, would have the right to enter into such two-year agreements prior to June 1, 1981.

Such two-year agreements shall not be made retro-active and shall be irrevocable and shall survive any agreements between the City and the Union.

It should be understood by the parties that an integral part of our Award on this issue is the City's obligation to pass a Home Rule Message to have these funds included in the employee's base for retirement pay purposes, should the state authorize such inclusion through subsequent legislation.

41. Officer's Pay as Ratio of Sergeant's Salary - This proposal has been withdrawn.
42. Medical Review Board - The Union's proposal is rejected.
43. Recognized Programs - This proposal has been withdrawn.
44. Duration - This Agreement is effective January 1, 1980, and shall remain in full force and effect through December 31, 1981.

45. Work Chart - Effective January 1, 1981, each officer, except detectives, shall work two additional chart days per year. These days shall be scheduled so as not to interfere with an officer's vacation, personal days, and holidays. The City shall use its best efforts not to schedule these days on weekends.

In calendar year 1981, each officer, except detectives, shall work a third additional chart day. This third day, in 1981 only, shall be in lieu of chart days for calendar year 1980.

46. Forty-hour Work Week - The City's demand is rejected.

47. Accrual and Use of Vacation Leave - The City's demand is rejected.

48. Detective Provisions - The City's demand is rejected.

49. Personal Leave - The City's demand is rejected.

50. Office Space - The City's demand is rejected.

51. Training Time - The City's demand is rejected. However, the time provided in paragraph No. 45 above may be utilized for training.

52. Civil Service Examinations - The City's demand is rejected.

53. Computation of Overtime - The City's demand is rejected.

54. Vacation for New Officers - Employees hired after January 31, 1981, shall receive eight tours of vacation. In their second year they shall receive nine tours of vacation. In their third year they shall receive ten tours of vacation. After the third year, vacation tours are as per Agreement.
55. Health Insurance Conversion - The City's demand is rejected.
56. Health Insurance/Spouses - The City's demand is rejected.
57. Election Day - This demand has been withdrawn.
58. Copies of the Agreement - The City's demand is rejected.

STATE OF NEW YORK)  
COUNTY OF \_\_\_\_\_ ) ss:

On this 26 day of March , 1981 before me personally came and appeared Ralph Purdy, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same

*Ralph Purdy*

*John Panella*  
\_\_\_\_\_  
Notary Public

JOHN J. PANELLA  
Notary Public, State of New York  
No. 4715061  
Qualified in Westchester County  
Commission Expires March 30, 1982

STATE OF NEW YORK)  
COUNTY OF Nassau ) ss:

On this 1 day of March 1981, 1981 before me personally came and appeared Joel Golovensky, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

*Joel Golovensky*

*Leila Krin*  
\_\_\_\_\_  
Notary Public

LEILA KRIM  
Notary Public, State of New York  
No. 30-4729622  
Qualified in Nassau County  
Commission Expires March 30, 1982

STATE OF NEW YORK)  
COUNTY OF \_\_\_\_\_ ) ss:

On this 6th day of April , 1981 before me personally came and appeared Martin F. Scheinman, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

*Martin F. Scheinman*  
*[Signature]*  
\_\_\_\_\_  
Notary Public

Statement of Joel H. Golovensky, Esq., Employer  
Panel Member, Public Arbitration Panel,  
Case No. IN-149; M79-444

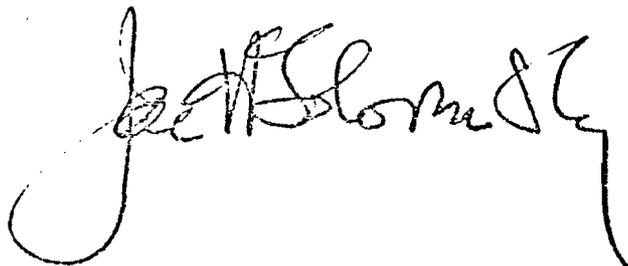
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While I have reluctantly concurred in the holdings contained in this Award, I find it incumbent to express my dissatisfaction with the Panel's analysis.

The Panel did not sufficiently credit the City's concerns and needs when it balanced the interests of the parties. The Panel, in considering the City's ability to pay, concluded that the City had the financial wherewithal to pay the increases awarded by the Panel. In making this determination in conjunction with the salary award, the Panel clearly decided that the resultant tax increase, even if substantial, was not unwarranted since the City could have increased taxes in 1976-79. The fact is that the City did not increase taxes in those years and that it should not be within the Panel's purview to second-guess the decision made in prior years by the elected City officials. The salary award is excessive in light of the City's current financial situation, and how that situation evolved is clearly extraneous to that fact. The extra chart days awarded to the City, ostensibly to counteract the substantial salary increase, is simply not sufficient to meet the City's present needs. The City demonstrated the cost impact of the 4/72 work schedule in terms of productivity and calculation of overtime. The Panel should have granted the City's demand for a forty-hour workweek and/or overtime calculations based on 2080 hours. Such an award would have given the City the relief it so desperately needs.

The Panel also granted the Detectives a significant increase in the Detective differential at a point in time where the New Rochelle Detectives already had a greater differential than a Detective in Mount Vernon or White Plains.

Finally, I am frankly at a loss to understand how the Panel could agree with the City's arguments on such issues as accrual and use of vacation leave (item #4), office space (item #7) and Health Insurance-spouses (item #13), and yet choose not to make an award in the City's favor on these issues. Clearly, on these items, a balancing of the parties' interests would have dictated an Award in the City's favor.



-----X  
In the Matter of the Compulsory Interest  
Arbitration

between

Case No.  
IA-149-M79-444

CITY OF NEW ROCHELLE

and

The POLICE ASSOCIATION OF THE CITY OF  
NEW ROCHELLE  
-----X

RALPH PURDY, Employee Organization Panel Member

DISSENTING OPINION

In reading the panels award which was written exclusively in the language of the appointed arbitrator Martin Scheinman, Esq. as the Employee Panel Member I take issue with the finding as it addresses the issue of comparability. As we know that statute requires the panel to compare conditions of employment of the members of the unit with similarly situated employees in comparable communities.

The Union, namely the New Rochelle Police Association regarded the universe of comparabilities as those communities within the Metropolitan region, ie. Nassau, Suffolk, New York, Rockland and Westchester citing the various wages, benefits, working conditions, population size and job description of police departments in those various counties. Many exhibits were set forth by the utilization of graphs, charts and documents and also expert witnesses, such as John Henry, Labor Relations Director for the Tri County Federation of Police and Richard Hartman, Esq., Chief Negotiator for many of the communities in Suffolk, Nassau and New York City.

It is my opinion that they presented credible evidence to expand the universe of comparability beyond the geographical areas of White Plains and Mt. Vernon which the arbitrator and the Employer Panel Member Joel Golovensky, Esq., had sought as their sphere of comparability.

It is my opinion that my colleagues on the panel did not take into consideration that the City of White Plains has a larger transient population than the City of New Rochelle and that the tax base of the City of White Plains is much more substantial than the tax base of the City of New Rochelle. There are many more thousands of people that travel through the City of White Plains on a daily basis and are employed in the City of White Plains on a daily basis, than there are in the City of New Rochelle, in fact the arbitrator has been confused in his identification of the population trends in the City of White Plains as they are compared with the City of New Rochelle.

Further, the City of New Rochelle has a different salary rate and a different work chart than that of the City of White Plains and there is no comparison between them. The only sphere of comparability regarding workcharts, population trends and taxable bases are those that are compared in the Town of Greenburgh and the other communities in Nassau and Suffolk regarding this universe of comparability. The Public arbitrator also addressed this sphere of comparability with New Rochelle as that of the City of Mt. Vernon. One only has to travel to the City of Mt. Vernon to realize that there is no comparability as to tax base, population, etc.

It is a completely different community and the needs of that community are drastically different from those of the City of New Rochelle. The tax base in the City of New Rochelle is far superior

to that in the City of Mt. Vernon. The work schedules, work charts and the kind of police operation is totally non-comparable. The population and size of the City of Mt. Vernon are drastically different from those of the City of New Rochelle.

When we look at the comparabilities with the police agencies of White Plains and Mt. Vernon, we find that the City of New Rochelles concept of policing it's community is one that is quite unique. They have established a higher grade of methodology in policing concepts and have utilized what they call the team police concept which in fact gives more authority and investigative powers to the rank and file police officer.

This is not done in the other two communities. They are still operating under the standardized concept of police administration management and methodologies. That alone should be enough to break this universe of comparability and I believe that tremendous evidence was placed before the arbitrator in the testimony of those individuals on the New Rochelle bargaining team along with the New Rochelle Commissioner of Police to address itself to the different methods utilized within these three communities. The concept is more comparable to the counties of Nassau and Suffolk as the professionalism in the police department progresses not to say that all police departments do not have professional police officers, but there is the higher degree of methodology used in their policing concept. It also should be noted that in the counties of Nassau and Suffolk the work schedules are basically comaparable to that in the City of New Rochelle, ie. 4/96 and 4/72 work schedules where the departments of White Plains and Mt. Vernon do not have this type of work schedule. It should be noted

also that prior to 1978, there may have been some stronger considerations given to the universe of comparability but post 1978 with the new concept and the higher degree of professionalization within the City of New Rochelle Police Department which made tremendous forward strides, therefore, giving a greater degree of expansion in responsibility as to training and investigating to the individual police officer, similar to that given to officers of Nassau and Suffolk counties. As a panel member representing the police union, I am somewhat dismayed that the arbitrator could not see fit to break this universe of comparability but in essence strengthen in this award the comparabilities of these three municipalities in Westchester County, and I believe it has done great damage to the City of New Rochelle Police Department in future collective bargaining agreements.

#### Ability to Pay

The arbitrator in this report has addressed the issue of Ability to Pay in taking direction from the unions financial expert, Ed Fennell and the cities expert. Both agreed that there was poor fiscal management in the City of New Rochelle between the years 1976 and 1979 wherein monies from the sale of Davids Island were utilized to offset reasonable tax increases during those years. One could say, this is used for political purposes to keep the tax rate down so that certain individuals could be elected to public office. This is not sound financial management for any community, and this position was corroborated by the City's fiscal experts. It is the opinion of this panel member that the employee's, specifically the police officers, in the City of New Rochelle, should not pay the penalty for poor fiscal management by those in power

throughout the years of 1976 and 1979. It is my opinion that the arbitrator should have taken this into consideration and increased the salary substantially to bring the police officers in New Rochelle up to a par with their counterparts in Suffolk and Nassau counties, as well as, some of the other higher paid police departments within Westchester County.

Therefore, I think he has done a great injustice to the police officers of the City of New Rochelle by splitting the raises in the first year of contract rather than giving an up front salary increase of at least 10% to offset the high inflationary spiral that has plagued our police officers for the last several years. The split salary increase, even though it increases the rate of pay at the end of 18 months, does nothing for the financial impact that they have had to suffer during the first 12 months of 1979, which must be made up in the near future. By allowing the split salary increase, he has put the burden on the individual police officers who will suffer under this contract. In the arbitrators summary he states that he believes "that the City has the financial wherewithall to pay increases in this contract."

#### Work Chart

I am pleased to see that the arbitrator rejected the City's proposal to eliminate the 4 and 72 work chart. However, I am opposed to the concept that each officer owes two chart days for the year of 1981 and one chart day for the year 1980, to the Police Department. It has been brought to my attention that all but approximately seventy (70) police officers who work the chart i.e. 4 and 72, around the clock, presently work

an additional two days a year, over and above, the actual basic work schedule. It is my opinion, that there is no real substantive basis in the City's argument nor that of the arbitrators regarding chart days. I will point this out in the parity issue as addressed between the firefighters and the police officers. As the arbitrator points out, "all officers, other than detectives should be required to work two additional chart days per year. These days shall be scheduled so as not to interfere with an officers vacation, personal leave days or holidays. We would also direct the City to use it's best efforts not to schedule these days on weekends." It is my opinion that these days should only be utilized for training. This, because it was the thrust of the City's argument by their witness, Commissioner William Haggerty, who alleged that he was having a problem obtaining instructors to come in on the midnight to eight tour for the training programs. I believe the arbitrator and my colleague from the City are in error regarding this issue, and, therefore, I oppose the addition of chart days in this award, but I believe these chart days should only be used for training purposes.

#### Police and Firefighters

The assigned arbitrator stated in his report that there has been a longstanding relationship between the police and fire salaries in the City. Since 1969, the salaries for the two groups have been virtually identical. The City stated that the firefighters received a 7.26% salary increase for the year 1980. This would indicate that the firefighters would receive \$1,379 for the year 1980. In this award, because of the split

raise, the police officers have only received \$950 of salary in increase for the same period of time. I asked what has happened to this relationship? He further addressed in his report, "that when a union gives relief to the City in an area, an area where real cost savings or productivity gains are apparent, he believes that is completely appropriate for the union to receive extra compensation for the savings which accrued to the City. In such an instance, the union might well receive more base pay than another unit." I see here that the firefighters gave up nothing and received \$1,379, whereas, the police officer gave up one chart day and all they received was \$950 which would indicate to me a loss for the police officers in the year 1980 of approximately \$530 and one chart day. This is horrendous.

#### Detective Differential

It has been brought to my attention that detectives presently work two additional days a year and, therefore, when the arbitrator ruled that detectives do not have to work the additional days a year, they really gave up nothing. Taking away the 8% differential between the rank of police officer and detective and setting forth a straight across the board salary of \$1,750 differential between the rank of police officer and top detective is really nothing but regression. I grant that in the first year, 1980, the detective receives approximately \$230 more in salary, but 1981 this is reduced substantially and it would be my opinion that in the future years detectives would really have to fight "tooth and nail" in order to maintain a higher salary grade differential rather than continuing the built in base differential of 8%.

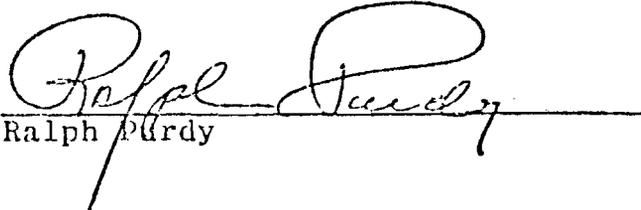
I cannot comprehend the arbitrators thinking and his method of calculation regarding this issue.

I will not address some of the other issues regarding the award because it would probably be redundant, but I do wish to address one final issue, which is the buy-out of 20% for those who anticipate retirement between the 19th and 20th year of service. This buy-out is commendable in rewarding those police officers who have long years of service with the City of New Rochelle Police Department. But the concept of the buy-out goes beyond the rewarding effect, wherein, the substantial cost savings to the community, specifically in the area of starting pay for new police officers to replace the retired police officer. For instance, the difference between starting pay and top pay under this award which if continued into 1982, is approximately \$10,203, plus the additional 30% cost savings per individual officer because of the change in pension systems and other areas of benefits. All in all, there are substantial cost savings which can be applied reasonably to salary increases within the police department.

In closing, I must state that the City of New Rochelle bargaining team did present to this panel areas of increased productivity which resulted in substantial monies being returned to the City of New Rochelle in terms of fines, summonses and meter collections. These monies should in all respects be used to support the agency which generates this source of revenue, that being the City of

New Rochelle Police Department. These monies along with those Federal funds that are generated for public safety, ie. revenue sharing and LEAA and other sources of revenue should be a substantial basis from which to address all of the fiscal needs of the City of New Rochelle Police Department. Without a police department to keep peace and harmony and enforce the laws that are promulgated by the State and the people of the community, we will have anarchy and a tremendous rise in crime in this community. An excellent case was presented before this panel, that the work of the police department has risen substantially as the crime rate has increased. The Police Officers of this department work 24 hours daily, each day of the week, in all kinds of weather, and on each and every holiday, as they protect the people of this community.

The arbitration award, in my opinion, has done damage to the integrity, to the professionalization and to the dedication of those individual officers who must serve under this award for the next few years, therefore, I respectfully dissent in those areas I addressed, but must reluctantly sign this award so that these officers can begin receiving their long overdue compensation.

  
Ralph Purdy

