STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Interest Arbitration Between:

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

THE TOWN OF GREENBURGH:

-Employer-

-and-

FINAL AND BINDING OPINION AND AWARD OF TRIPARTITE ARBITRATION PANEL

POLICE ASSOCIATION OF THE TOWN OF GREENBURGH, INC.

-Union-

RE: INTEREST ARBITRATION
Case No: IA 91-023; M 91-025

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The Public Arbitration Panels members are:

PUBLIC PANEL MEMBER & CHAIRMAN: Joel M. Douglas, Ph.D.

PUBLIC EMPLOYEE PANEL MEMBER: Edward W. Guzdek
President
Police Conference/NY

PUBLIC EMPLOYER PANEL MEMBER: William M. Wallens, Esq.
Roemer & Featherstonhaugh, PC

Appearances:

For the Town of Greenburgh:

Elayne G. Gold, Esq.
Roemer & Featherstonhaugh, PC

For the Police Association of the Town of Greenburgh:

Thomas J Troetti, Esq.

Date: August 31, 1992

Pursuant to the provisions of Section 209.4 of the Civil Service Law, and in accordance with the rules of the Public Employment Relations Board, an interest arbitration panel was designated for the purpose of making a just and reasonable determination on the matters in dispute between the Town of Greenburgh ("Town") and the Police Association of the Town of Greenburgh Inc. ("Association") Hearings were held in Greenburgh Town Hall on April 7, 1992 and May 6, 1992 during which time both parties were represented by the above appearances and were afforded full opportunity to present evidence, both oral and written, to examine and cross-examine witnesses and otherwise to set forth their respective positions, arguments and proofs. A transcript of the hearings was taken and copies provided to the Public Arbitration Panel. At the conclusion of the hearings the parties filed briefs. An executive session was held in Albany, NY on July 30, 1992 during which time the Panel deliberated on each issue and carefully and fully considered all the data, exhibits and testimony received from both parties. The results of those deliberations are contained in the AWARD that constitutes the Panel's best judgment as to a just and reasonable solution of the impasse. Those issues presented by the parties that are not specifically dealt with in this AWARD were also carefully considered by the Public Arbitration Panel, but rejected in their entirety. For each issue, the discussion below presents the positions of the parties and the Panel's analysis and conclusion. This Opinion, and its accompanying Award, are based on the record as thus constituted.

In arriving at this Award the Panel considered the following statutory guidelines contained in Section 209.4 of the Act:

> (v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute.
>
> In arriving at its determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:
>
> a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with employees generally in public and private employment in comparable communities.
>
> b. the interests and welfare of the public and the financial ability of the public employer to pay;
>
> c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards or 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.
>
> (vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

BACKGROUND:

The Town of Greenburgh is located in Westchester County and has a population of approximately 46,000. The Town also negotiates with two other bargaining units -- the CSEA and Local 456 of the IBT. Greenburgh has the largest population of any of the eleven towns in Westchester and ranks fourth in overall county population, trailing only the cities of Yonkers, Mount Vernon and New Rochelle. The Town includes the incorporated villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, and Tarrytown. The bargaining unit consists of 104 police officers. (JX #8, 8a)

The parties engaged in collective bargaining for a successor agreement for the period January 1, 1989 - December 31, 1990. Negotiations did not result in a new Agreement and impasse was declared on April 17, 1991. An understanding pertaining to a successor agreement was reached on July 8, 1991. That Memorandum was subsequently rejected by the Police Association. The Association filed a Petition for Interest Arbitration. (JX #6) The Town then issued its response. (JX #7)

ISSUES AT IMPASSE:

At the hearings the parties agreed to submit the following issues for evaluation and decision by the panel. Those issues are:

1) Salary
2) Salary Differentials
3) Health Insurance
4) Longevity
5) Uniform Allowance
6) Holidays
7) Superholidays
8) Welfare Fund
9) Emergency Medical Technicians
10) Association Rights

THE TENTATIVE MEMORANDUM OF AGREEMENT:

During the negotiations for a successor agreement the parties reached a settlement concerning a Tentative Memorandum of Understanding. (JX #6,7) (July 8, 1991) For a variety of reasons said Memorandum was rejected by the Police Association. It is the contention of the Panel that the Memorandum reflects the parties best effort to reach a resolution of the impasse at that point, and that said Memorandum be afforded a particular degree of weight in fashioning this Award. Although the parties in the collective bargaining process are free to reject tentative agreements, it has been a long and established practice of labor arbitrators and fact-finders to examine rejected tentative agreements in the formulation of their awards. In the instant case the panel considered the terms and provisions of the rejected Memorandum and assessed the respective positions of the parties with respect to it. The panel afforded a degree of weight and deference to the merits of the Memorandum.

The Tentative Memorandum provides:

> The January 1, 1990 through December 31, 1991 Collective Bargaining Agreement by and between the Town of Greenburgh and the Police Association of the town of Greenburgh is hereby modified as follows:

1. Article I Compensation

   a. Effective January 1, 1991 the salary guide shall be increased 5.75%.

   b. Effective January 1, 1992 the salary guide shall be increased 5.9%.

2. Article II Longevity

a. Effective January 1, 1991 each longevity step shall be increased in the amount of $50.00.

b. Effective January 1, 1992 each longevity step shall be increased in the amount of $50.00.

3. Article XII Uniform Replacement and Maintenance Allowance

a. Effective January 1, 1991, uniform allowance shall be increased in the amount of $50.00.

b.Effective January 1, 1992, uniform allowance shall be increased in the amount of $50.00.

4. Article XIV Health Insurance

a. Effective upon the ratification of this agreement by both the Town and the Union, the current health insurance plan provided by the Town shall be modified as follows:

- The Major Medical deductible shall be increased to $150.00 for an individual and $450.000 for family.

- The prescription drug card shall be increased to a $3.00 co-pay for generic drugs and a $5.00 co-pay for the purchase of name brand drugs.

- There shall be an annual individual cap of $275.00 for chiropractic services.

- There shall be an $8.0 co-pay for all visits to the doctor, including emergency out-patient treatment.

b. Effective January 1, 1992, there shall be an individual maximum of $250.00 per year for chiropractic care.

There shall be an $10.00 co-pay for all visits to the doctor including emergency out-patient treatment.

5. Article XVII Welfare Plan Contribution

Effective January 1, 1992, the Town shall contribute a total of $4,000.00 to the Welfare fund for an eyeglass plan.

All other provisions of the Collective Bargaining Agreement remain unchanged.

ISSUE ONE: SALARY:
Proposal of the Police Association:

The Association is seeking a salary increases of 6.5% for 1991 and 6.75 % for 1992 and argues that based on the statutory criteria and cited comparables the Town has the ability to fund that increase. In 1990 the Greenburgh police officers ranked third in the county in terms of salary paid to a top grade patrolman - $42,233. The two police departments ahead of Greenburgh were Bedford at $42,358 and the County of Westchester Department at $42,300. For Greenburgh Police Officers to retain that ranking they would need an increase in excess of 6% per year. The Association argues that for 1992 contracts effectuated thus far only three of the seven received increase of less than 6%. However, in each of the three there were significant other financial improvements.

The Town of Greenburgh contains six incorporated villages, each of which has their own police department. For the six incorporated villages within the Town the increases were as follows: 1991 -- Irvington (7.2%) Hastings (6.25%) Ardsley (6.0%) Dobbs Ferry ((6.0%) and Elmsford (5.5%)) The Association does not report any data for Tarrytown. For 1992 the following increases were reported by the Association: Irvington (7.3%) Hastings (6.25%) and Elmsford (5.25%) (See UX #EE - KK). The average adjustments for the villages located within the Town of Greenburgh, as cited by the Association, were 6.19% for fiscal 1991 and 6.25% for fiscal 1992.

With respect to the statutory criteria, the Union claims the

Town's arguments pertaining to ability to pay are inaccurate and that the testimony of their primary financial witness (Knight) is not controlling. The Union alleges that surplus funds of $999,147 exist in the 1992 budget contingency fund. The 1991 budget balance was $1,973,282 including $1,200,000 unappropriated surplus. (JX #3)

Position of the Town:

The Town argues that over the years they have continuously paid police officers a salary that exceeds the comparables and that Greenburgh police rank at the high end of all Westchester departments in terms of compensation. Furthermore, a Greenburgh police officer, reaches top salary in only three years as contrasted with most municipalities where a four to five year wait exists until achieving top grade. In terms of starting salaries, an entry level Greenburgh patrolmen ranks seventh highest in terms of the comparables. (Town EX #A).

The Town proposes a two year salary package that provides for increases of four percent effective January 1, 1991 and four percent effective January 1 1992. They argue that they cannot afford a large wage settlement and their are serious deficiencies in the Town in both tax delinquencies and anticipated tax revenue. Although the Town previously agreed to increases of 5.75% and 5.9% in the Tentative Memorandum of Agreement, they claim that the rejection by the Association of that offer no longer binds them and, in any event, they can no longer afford those raises. Additionally they assert that decreases in both federal and state

aid compels that any salary award be kept in the four percent range. The testimony of the Town's financial witness, G. Knight, must be credited. The fact that two other Town contracts, the CSEA and the IBT, are up for negotiations, further mandates restricting contract costs for the Police Association. Directly related to the salary issue is the Town's demand for health care containment. The Town argues that to fund any salary increases they must obtain relief in the health care area.

Discussion of the Panel:

The comparables of Westchester County police department contracts, Interest Arbitration Awards, as well as the Tentative Memorandum reached by the parties in July of 1991 were deemed significant in arriving at this Award. Said Memorandum provided for annual increases of 5.75 % in 1991 and 5.9% in 1992. Since that time period several changes have occurred that are worth noting. The Town claims their financial position has worsened and they are no longer able to afford those heretofore agreed upon adjustments. The Association cites more recent salary figures and arbitrator awards that are in the six percent range and now seek raises in excess of those contained in the Tentative Memorandum.

The Panel has considered all the cited statutory criteria and addresses first the issue of comparability. Geographical proximity is a critical element of comparability. The panel has considered the county comparables and notes that settlements and Awards in Westchester County average in the six percent range. The contract settlements cited for the village police departments located within

the Town of Greenburgh were deemed noteworthy. Although these Departments are smaller and generally have a different mission orientation that of the Greenburgh Police Department, in many aspects their taxing and rating structures are similar. The average increases for the incorporated villages within the Town of Greenburgh were 6.19 % for fiscal 1991 and 6.25 for fiscal 1992.

The Association made a detailed argument that there were resources contained within the 1992 budget to fund their demands. They cite the contingency fund as one such account where monies are available. (JX #2, p.50.) At the outset of fiscal 92 that fund contained $999,147. The arguments set forth by the Town that the fund was virtually encumbered, or was needed for salary adjustments by other bargaining units, or was going to be used for certain unspecified repairs, was not deemed dispositive. Similar arguments made by the Association concerning balances reported in the Town Outside Budget, an estimated $1,793,282 as of 12/31/91, were noted. Of that reported amount, $793,000 was appropriated. (JX #3)

The testimony of Edward Fennell, on behalf of the Association, was credited in terms of computing "ability to pay". Furthermore recent changes in the funding of the police retirement fund should afford the employer a certain degree of relief that can be used to fund portions of this award. (TR 5/6 134,135)(See also Guzdek v. Reagan ---) The Panel is aware that every financial increase awarded has some final impact; however, the Town's ability, and apparent willingness, to fund the previously agreed upon 5.75% and 5.9% increases set forth in the Tentative Memorandum is noted.

Based on the payout schedule contained herein it is the finding of the Panel that the Town can satisfy the financial aspects of this Award.

The Panel is aware of the significance of the concept of relative ranking and has tried to consider that element in fashioning this Award. While it is noteworthy that among the comparables the incremental differences paid top grade patrolman is minimal, this Award does strive to maintain that relative ranking. Using 1990 data a difference of some $580 was reported for the ten departments with the highest top grade patrolman salary.

The relative standings of the Town of Greenburgh as one of the wealthiest in Westchester County is noted. While the exact position of relative wealth is difficult to assess the statistics cited by the Police Association in their brief are credited. (see pps 3,4). Furthermore, when compared to the Cities located within the county the advantages accruing to the Town's favor in ability to pay are noted. (UX #B E-2) The record also reflects a discussion pertaining to a $2,500,000 anticipated revenue distribution. (TR-5/6/92, 111-115) The testimony by Knight was that an error concerning revenue distribution may have been made by another governmental body and that Greenburgh may incur additional liabilities because of this lapse. However, absent any further documentation, the Panel is unable to assess the validity of this argument.

One of the tasks facing the Panel was to fashion a salary award that would preserve the officers relative salary rankings in

an equity position while at the same time acknowledging the Town's fiscal condition. The Panel also expressed a concern that this Award be consistent with the majority of completed 1991 comparable contracts. The Panel acquiesced that a split payment Award would be the most effective way to implement these goals. A split salary Award acknowledges the concerns of both parties -- the need to preserve relative employee standing and equity for employees and a concern to provide the Town a degree of fiscal relief in terms of a two year split cost payout.

It is the opinion of the Public Arbitration Panel that the salary Award herein is ~~a~~ fair and equitable. Based upon the evidence and arguments presented the Public Arbitration Panel awards salary increases as follows:

a) Effective January 1, 1991, the salary guide shall be increased by three (3) percent.

b) Effective July 1, 1991, the salary guide shall be increased by three (3) percent.

c) Effective January 1, 1992, the salary guide shall be increased by three (3) percent.

d) Effective July 1, 1992, the salary guide shall be increased by three (3) percent.

ISSUE TWO: SALARY DIFFERENTIALS:
Proposal of the Police Association:

The Association seeks an increase of two percent in the present salary rank differential. At present the differentials are 10% for detective, 15% for Sergeant, 30% for Lieutenant and 45% for Captain. This increase would not apply to detectives. The estimated 1991 annual cost for this proposal would be approximately $845.00 per eligible officer for a total of $19,208.

Position of the Town:

The Town rejects this proposal and argues that the present rank differential is extremely high. They cite other comparable police departments and suggest that the Greenburgh rank differential structure is either consistent with or exceeds that of other departments. Furthermore, such a rank differential change would exceed the Town's overall ability to fund any salary increases.

Discussion of the Panel:

The record does not warrant a change in salary rank differential. On the basis of 1990 data the rank differential for Town of Greenburgh detectives was fifth out of twenty cited departments. Based on the salary awarded herein the relative ranking of Greenburgh detectives will continue to remain in the top quarter. Regarding Sergeants, in 1990 Greenburgh ranked third highest out of twenty police departments where such information was available. The 1990 ranking for Lieutenants placed Greenburgh in the number one position for the fourteen reporting departments. A

Greenburgh Lieutenant in 1990 ranked 6th out of 14 reporting departments in terms of salary differential paid over the rank of Sergeant. Greenburgh Captains ranked 2nd out of 4 reporting departments in terms of 1990 salaries.

While the statistics cited above are based on the previously negotiated 1989 - 1990 Greenburgh contract, the addition of the salaries awarded herein will maintain the existing differential and enable the Town of Greenburgh to remain more than competitive with comparable police departments. If the parties believe that any particular rank differential needs to be readjusted then they are to do so through a bilateral negotiations procedure. However, based on the record, and in view of the statutory guidelines, the Panel declines to award the Association's proposal.

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ISSUE THREE: HEALTH INSURANCE:
Proposal of the Town:

The Town is seeking relief in the Health insurance area and argues that the changes agreed to between the parties in the Tentative Memorandum of Understanding be awarded. The Town further suggests that these changes be the minimum awarded and, in view of the continuing escalation in health insurance costs, the panel augment the amount of the deductibles and copayments previously agreed by the Association. The testimony of Assistant Town Comptroller Povella was that by raising the health insurance deductible to $150/individual and $400/family, (from $130 and $390) the Town would potentially save $4,700. Povella added that similar savings are needed in terms of chiropractic care, an option at present that is virtually unlimited. In 1990, the Association spent over $22,000 in 1990 for chiropractic care. An increased deductible would generate savings in the area of $18,000. Savings of $4,617 would also be generated in the drug plan area by adjustments in the co-payment. The Town argues that these changes are consistent with those already negotiated with the CSEA and should be implemented.

Position of the Police Association:

The Association rejects any increases in either health insurance contributions, and or deductible, and argues that the comparables are such that all of the Town's proposals must be rejected. Of the 18 police departments used by the Association as comparable only three, including Greenburgh, require any

contribution whatsoever for health care. In two of these, Mamaroneck and Harrison, the obligation of the officer to continue contributory payment ends after the first three/four years of employment. The Association contends that to increase the deductibles, as well as capping existing health care levels (chiropractic), not only places an undue hardship on the officer, but also represents an attempt to shift the health care payment plan from employer to employee.

The Association contends that the question of health care contributions was previously argued in a grievance arbitration in which the Union prevailed. (See AAA 1939 0138 90) The Town's proposal, as viewed by the Union, is an attempt to obtain through interest arbitration what they failed to acquire through grievance arbitration.

Discussion of the Panel:

The issue of rising health care insurance costs remains one of the most difficult in labor contract negotiations. The well-documented increase in premiums has resulted in a plethora of attempts to reduce costs and to seek creative financial solutions to this ever complex problem. The parties in the instant dispute have presented meritorious arguments as to this issue, that while representing opposing points of view, focuses in on the same areas -- how can we best reduce the overall costs of health insurance while at the same time continue to maintain a certain quality benefit level?

Solutions to the costs of health care insurance funding are

complex and generally fall into attempts to increase deductibles, limit access, rely more on generic products, obtain employee co-payment, and the like. The parties in the instant dispute have addressed this intricate area and in the Tentative Memorandum reached an arrangement. The panel is of the mind set that the solution set forth in the Memorandum contains a fair and equitable approach to assist in resolving the Greenburgh health care cost problem. We hereby Award the same. It must be further stressed that this health care Award cannot be read in isolation but is part and parcel of the entire economic Award and must be so considered.

It is the opinion of the Public Arbitration Panel that the health care cost award contained herein is fair and equitable. Based upon the evidence and arguments presented the Public Arbitration Panel awards as follows:

> a. Effective September 1, 1992, the current health insurance plan provided by the Town shall be modified as follows:
>
> - The Major Medical deductible shall be increased to $150.00 for an individual and $450.000 for family.
>
> - The prescription drug card shall be increased to a $3.00 co-pay for generic drugs and a $5.00 co-pay for the purchase of name brand drugs.
>
> - There shall be an annual individual cap of $250.00 for chiropractic services.
>
> - There shall be an $10.00 co-pay for all visits to the doctor, including emergency out-patient treatment.

ISSUE FOUR: LONGEVITY:
Proposal of the Police Association:

The Association argues that the present longevity schedule is inadequate and, for this seniority and experience purposes, places them in the lower half of comparable police departments. The present negotiated schedule provides the following longevity payments:

After	8 years	$300
	11	$450
	16	$625
	20	$925

They propose changes that would reflect the following schedule:

After	7 years	$375
	10	$525
	15	$725
	19	$1,125

The Association argues that the Town's offer as set forth in the Tentative Memorandum, increases of $50.00 per year, recognizes the need for a change in the longevity schedule but does not go far enough in resolving the problem. The thrust of the Union's claim is comparability. They have submitted a series of exhibits that show longevity payments in other departments exceeding those paid in Greenburgh. (UX #S - DD)

Position of the Town:

The Town argues that any increases in longevity reflect the overall compensation paid to police officers and that they cannot, at this time, make any changes in the longevity schedules. They rely on economic and ability to pay arguments previously set forth and insist that no changes be recommended in longevity.

Discussion of the Panel:

The record demonstrates that Greenburgh police officers do not enjoy the same level of longevity payments as those received by police officers in comparable departments. The documentation set forth in UX #S-DD demonstrates longevity schedules found throughout Westchester County. It should be noted that while Greenburgh police officers enjoy a relatively high ranking in terms of overall compensation, the same cannot be said for longevity schedule payments.

It is the opinion of the Public Arbitration Panel that the longevity payments Awarded herein are fair and equitable. Based upon the evidence and arguments presented the Public Arbitration Panel awards longevity increases as follows:

Article II Longevity

a. Effective January 1, 1991 each longevity step shall be increased in the amount of $50.00.

b. Effective January 1, 1992 each longevity step shall be increased in the amount of $50.00.

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ISSUE FIVE: UNIFORM ALLOWANCE:
Proposal of the Association:

The Association seeks an increase in the present uniform allowance and argues that they are unable to adequately maintain and care for their uniform with the present stipend. Greenburgh now pays $450.00 per year to each officer for this purpose, an amount the Union argues is far below that paid in other departments. (UX # M1,M2,M3, N1, N2, N3) In order to obtain assistance in this area the Association is seeking an increase of $75.00 per year for increases in uniform allowance.

Position of the Town:

The Town acknowledges that there may be some conditions whereby the present uniform allowance of $450.00 is insufficient to adequately fund uniform purchase and maintenance. In the Tentative Memorandum they offered, and the Association accepted, an increase of $50.00 per year. Since the rejection of the Memorandum the Town submits they are no longer able to afford any increases whatsoever.

Discussion of the Panel:

The record supports the contention of the Association that they lag behind other comparable departments in the payment of uniform allowances. The comparable police departments pay anywhere from $800 to the $450 found in Greenburgh. Furthermore, some departments totally absorb all cleaning bills. The parties reached an agreement on uniform allowance in the Tentative Memorandum and when one considers the totality of this Award the panel recommends the implementation of the same. It is the opinion of the Public Arbitration Panel that the uniform allowance payments

Awarded herein are fair and equitable. Based upon the evidence and arguments presented the Public Arbitration Panel awards uniform allowance increases as follows:

Article XII Uniform Replacement and Maintenance Allowance

a. Effective January 1, 1991, uniform allowance shall be increased in the amount of $50.00.

b. Effective January 1, 1992, uniform allowance shall be increased in the amount of $50.00.

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ISSUES SIX-SEVEN: HOLIDAYS AND SUPERHOLIDAYS:
Proposal of the Association:

The Association seeks the addition of four paid holidays per year to a new total of thirteen. The present work chart acknowledges nine annual holidays. Superholidays, the concept whereby New Years, Easter, Thanksgiving and Christmas, would be compensated at time and one-half or double time, is also being sought. No such superholiday payment presently exists. Ten comparable police departments currently pay for at least one superholiday per year. The Union estimates the total cost of this proposal at approximately $9,600 per year

Position of the Town:

The Town rejects the addition of any new holidays or the change in the present payment plan. They rely on ability to pay arguments and claim that the total costs of the overall economic package cannot exceed that which they have budgeted for. Furthermore, regarding superholidays, the Town submits that of the 24 police departments in Westchester that reported on this issue, sixteen do not recognize the concept of superholidays whatsoever.

Discussion of the Panel:

The Panel has carefully analyzed the data and the record as submitted and does not find reason to award the Association proposals on either increased holidays or the creation of superholidays. Therefore, we decline to award the Association's proposal.

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ISSUE EIGHT: WELFARE FUND:
Proposal of the Association

The present Collective Bargaining Agreement provides for a welfare fund that is used to provide optical and dental care to members of the unit. The Association is seeking an increase of $10,000 to the fund over the two year contract. They claim that the present fund is financially inadequate and that it cannot fully support the needs of the membership. They assert that the fund is subject to the extreme increase in the high costs of health care and accordingly adjustments must be made.

Position of the Town:

The Town argues that they cannot afford any increases whatsoever to the welfare fund. They acknowledge the health care constraints confronting the fund; however, they maintain that their previous proposal of $4000 noted in the Tentative Memorandum can no longer be funded.

Discussion of the Panel:

The issue before the panel is the funding of a previously existing welfare fund. The parties have agreed to the establishment of such fund but are unable to reach consensus to supporting it. The only record of any arrangement with respect to supporting it is that reached in the Tentative Memorandum. The Panel finds no compelling reason to upset that arrangement. It is the opinion of the Public Arbitration Panel that the welfare fund payments Awarded herein are fair and equitable. On the basis of the evidence and arguments presented the Public Arbitration Panel

awards welfare fund increases as follows:

Article XVII Welfare Plan Contribution

> Effective January 1, 1992, the Town shall contribute a total of $4,000.00 to the Welfare fund.

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ISSUE NINE: EMERGENCY MEDICAL TECHNICIANS (EMT):
Proposal of the Association

The Association is seeking an annual stipend for EMTs in the amount of $500.00. At present paramedics within the Town police department are compensated by promotion to the rank of detective. The Union cites the extensive training required for the EMT position and the added danger and exposure to communicable diseases risked by them. At present there are eleven trained EMT's within the Department. The Association argues that this number has been substantially eroded and that part of the decrease in EMTs is the lack of recognition or compensation for EMT training and qualifications.

Position of the Town:

The Town rejects any additional expenditures for EMTs and argues that the cost of such training is absorbed by the employer. To compensate these officers for this duty is not warranted by the Town's financial condition.

Discussion of the Panel:

The Panel notes the significance of EMTs to the police department and the citizens of Greenburgh and concurs with the

position set forth by the Association. The record documents the value of these officers to the Town of Greenburgh and acknowledges that if the Town were required to depend on civilian medical assistance or, as the majority of Towns do, rely on volunteer fire departments, there would be an additional cost factor. Furthermore, there is a proposal currently being considered by the Town to charge a user fee for medical assistance. The theory behind this proposal is that the user fee would be reimbursable, in part, by the user's insurance carrier. The record documents the Town's ability to pay the cost of this proposal, approximately $5,500.00.

It is the opinion of the Public Arbitration Panel that the EMT payments Awarded herein are fair and equitable. Based upon the evidence and arguments presented the Public Arbitration Panel awards EMT payments as follows:

> 1) Effective September 1, 1992 police Officers who are trained as EMTs are to receive an annual stipend of $500.00 per year.

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ISSUE TEN: ASSOCIATION RIGHTS:
Proposal of the Association:

The Union seeks a modification in Article XXV of the present collective agreement that would provide for excusing a Police Association co-chairman from two tours of duty to handle preparations for charitable and or social functions. At present only the chairman of the event, and not his designee, is excused from two tours. By delegating this right to a co-chairman the Town would not be incurring any additional costs.

Position of the Town:

The Town argues that absent any justification or evidence of misuse of Article XXV from the Association they are unable to respond to this proposal.

Discussion of the Panel:

The Panel has addressed this issue but is unable to find any evidence in the record based upon statutory criteria to so award. While the Panel does not have any difficulty with the concept sought by the Association, based on the statutory criteria is unable to so award. The Association proposal to modify Article XXV is hereby denied.

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TERM OF AWARD

Due to the length of time that has elapsed from the effective date of the previous Collective Bargaining Agreement (December 31, 1990) it was suggested by the Panel Chairman that the parties consider a three year successor agreement; however, unless otherwise authorized by both parties, the Public Arbitration Panel is limited by statute to a maximum two-year Award. (Section 209.4(v) of the Civil Service Law). The term of this Award shall be from January 1, 1991 through December 31, 1992.

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PANEL NOTATION

This Panel has made Awards on specific proposals as set out supra in this Arbitration Award. Any proposals not awarded or rejected in this Award are hereby rejected. All other provisions and language contained in the 1989 - 1990 Agreement are hereby continued, except as specifically modified in this Award.

9/1/92

Joel M. Douglas, Ph.D.
Public Panel Member & Chairman

I concur with the above Award

Edward W. Guzdek
Employee Panel Member

I concur with the above Award

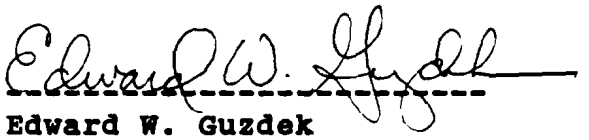
William M. Wallens, Esq.
Employer Panel Member

AFFIRMATION

PURSUANT TO ARTICLE 75 OF THE CIVIL PRACTICE LAW AND RULES OF NEW YORK STATE, I AFFIRM THAT I HAVE EXECUTED THE FOREGOING AS AND FOR MY OPINION AND AWARD IN THIS MATTER.

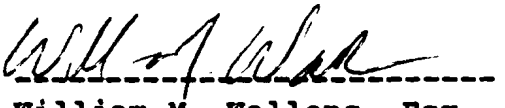
Joel M. Douglas, Ph.D.
Public Panel Member &
Chairman

PURSUANT TO ARTICLE 75 OF THE CIVIL PRACTICE LAW AND RULES OF NEW YORK STATE, I AFFIRM THAT I HAVE EXECUTED THE FOREGOING AS AND FOR MY OPINION AND AWARD IN THIS MATTER.



Edward W. Guzdek
Employee Panel Member

PURSUANT TO ARTICLE 75 OF THE CIVIL PRACTICE LAW AND RULES OF NEW YORK STATE, I AFFIRM THAT I HAVE EXECUTED THE FOREGOING AS AND FOR MY OPINION AND AWARD IN THIS MATTER.



William M. Wallens, Esq.
Employer Panel Member