In the Matter of the Interest Arbitration Between	
TOWN OF GEDDES Public Employer	PERB Case No. 1A95-030 MP95-113
and	
GEDDES POLICE BENEVOLENT ASSOCIATION Employee Organization	

The Public Interest Arbitration Panel members are:

PUBLIC PANEL MEMBER AND CHAIRPERSON: Samuel M. Kaynard, Esq.
17 The Glenada
Roslyn Estates, NY 11576

PUBLIC EMPLOYER PANEL MEMBER: Garry A. Luke
P.O. Box 196
1829 Otisco Valley Road
Marietta, NY 13110

EMPLOYEE ORGANIZATION PANEL MEMBER: Rocco A. De Perno, Esq.
1 Leefield Commons
P.O. Box 360, Rt. 12 North
Barneveld, NY 13304

APPEARANCES:

For the Town of Geddes
John Ferris, Esq.
1000 Woods Road
Solvay, NY 13209

For the Geddes Police Benevolent Association
Ann McGrath, Esq.
1 Leefield Commons
P.O. Box 360, Rt. 12 North
Barneveld, NY 13304

BACKGROUND

The Town of Geddes (Town), New York, located in Onondaga County, has a population of approximately 17,677 residents. The Town covers 9.2 square miles. The Town is a suburban area near Syracuse, New York.

The Town has recognized the Geddes Police Benevolent Association (P.B.A.) as the exclusive bargaining agent for the 10 Police Officers and the 3 Police Sergeants of the Geddes Police; the position of the Police Chief and Captain are excluded. The most recent collective bargaining agreement was for the period from January 1, 1993 to December 31, 1994.

Negotiations for a successor agreement were unsuccessful. In December, 1995, pursuant to Section 209 of the New York Civil Service Law (Section 209), the P.B.A. petitioned the State of New York Public Employment Relations Board for compulsory interest arbitration on all outstanding issues, stating that "for the purposes of this Petition, no terms and/or conditions of employment have been agreed upon"; and the P.B.A. annexed "proposals for interest arbitration." In January 1996, the Town responded to the Petition and set forth its proposals for the successor agreement. Pursuant to Section 209.4, the New York State Public Employment Relations Board appointed the above named individuals as the Public Interest Arbitration Panel.

The Panel held hearings on May 14, 1996, June 14, 1996 in Geddes, New York. The parties appeared by representatives and had full opportunity to adduce evidence and make argument in support of

their respective positions. The Town and the P.B.A. argued their positions orally. The Town and the P.B.A., also, submitted briefs on June 14, 1996 and August 13, 1996 respectively. The record was closed.

At the hearings, the parties submitted documents, charts, tables, financial statements and data relating to the relevant statutory criteria forth in Section 209. At the hearings, the parties withdrew some proposals and agreed upon some proposals.[1]

As a result of the discussions, the issues which remained for resolution by this Panel relate to (1) Wages, (2) Health Insurance, (3) Sick Leave, (4) Longevity Increment (5) Work Schedule.

Section 209.4 authorizes and requires this public interest arbitration panel to determine such disputes taking into consideration the statutory guidelines. Section 209.4 states:

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

---

[1] The parties agreed to incorporate into the successor agreement Section 207(c) of the General Municipal Law (workers compensation); Section 75 of the Civil Service Law ("Weingarten" right); Section 384(d) Retirement and Social Security of State of New York. The P.B.A. withdrew its Sec. 384(e) proposal. The parties agreed to retroactivity of the successor agreement.

comparable communities.

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

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

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

(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.

The Panel met in Syracuse on August 19, 1996 and September 30, 1996 to discuss the issues.

In arriving at its determination on each issue, the Panel has fully and carefully considered all of the data, exhibits, testimony, oral arguments and briefs received from both parties and the statutory criteria.

POSITIONS OF THE PARTIES

WAGES

Position of the P.B.A.

The P.B.A., in its petition for compulsory interest arbitration, proposed an 8% across the board increase in wages for the year 1995 and an additional 8% increase across the board in 1996. It is brief to the Panel, the P.B.A. urged that, at an absolute minimum the Panel should award a 4% increase for 1995 and a 4.5% increase in 1996.

The P.B.A. asserts that the grant of a 4% and 4.5% increase would put the wages of the police officers and sergeants in a position comparable to the police in comparable jurisdictions. The P.B.A. asserts that the police force of the Town, because of proximity, population and/or unit size, should be compared to the towns, villages and cities of Onondaga County, namely, Camillus, Clay, DeWitt, East Syracuse, Manlius, North Syracuse, Onondaga County Sheriff's, Solvay and Syracuse (hereinafter "communities"); the P.B.A., further, asserts a more definitive set of comparables is created by omitting the city of Syracuse, the villages and county sheriff's unit and limiting the comparables to towns only, namely Camillus, Clay, DeWitt, Manlius and Geddes (hereinafter "towns"). In support of the selection of comparable communities, the P.B.A. submitted a chart setting forth the various towns and cities, the complement of police officers, the population, as follows:

COMPARABLE COMMUNITIES

UNIT	COMPLEMENT	POPULATION
T/O CAMILLUS	18	23,625
T/O CLAY	30	59,749
T/O DEWITT	30	25,148
T/O E. SYRACUSE	10	3,343
T/O GEDDES	15	17,677
T/O MANLIUS	37	30,656
T/O NO. SYRACUSE	19	7,363
C/O ONONDAGA CO. SHERIFF'S	217	468,973
V/O SOLVAY	15	6.717
C/O SYRACUSE	480	163,860

The P.B.A. submitted numerous charts showing the salaries of the Geddes' police officers and sergeants compared to the salaries of their peers from different perspectives[2] -- one compared the Geddes' salaries with the salaries of the surrounding communities; the other made the comparison with the surrounding towns only. Further, th [illegible] pay levels: starting salary [illegible] their first year; hourly wage, starting salary for rookies; actual salary; salary at 4th year; hourly wage 4th year salary; top salary; hourly wage top salary; 20th year salary; career salary (20 years). In setting forth the various salary amounts for the various cities and towns in its charts, as the basis for comparisons, it should be noted that the salary amounts of DeWitt for the years 1995 and 1996 and for the Sheriff's office for the year 1995, were without any increase,

[2] The P.B.A. submitted, at the hearing, an Exhibit, entitled "Comparables Package" with charts 1 through 81. These charts will hereinafter be referred to as "Comp. Exh." and some will be attached hereto and made a part hereof.

inasmuch as the collective bargaining agreement and the salaries for those police officers have not yet been agreed upon by the parties involved.

The P.B.A. admits that, with respect to the starting salary and hourly wage of Geddes' lowest-ranking officers ("rookies"), with no raises for 1995 and 1996, the rookies are relatively well paid and compare favorably with the wages in comparable communities and are slightly ahead compared to towns only (Comp. Exhs. 2, 3, 16 and 17)(attached hereto). However, P.B.A. asserts that when comparisons are made for rookies' "actual salary", (i.e. that salary received by an officer of the first year, assuming a six-month training period) Geddes is only slightly ahead of comparable communities and falls behind by about 2% when compared to surrounding towns (Comp. Exhs. 4 and 18)(attached hereto).

When comparisons are made with respect to the fourth-year salary level of Geddes' officers, the P.B.A. asserts that Geddes' officers trail their counterparts in other communities and towns (Comp. Exhs. 5, 6, 19, 20)(attached hereto).

When comparisons are made with respect to the top salary of officers in the communities, the P.B.A. asserts that at the end of 1994, when the collective bargaining agreement expired, the officers were nearly 2.85% behind other communities; in 1995, they were 5.65% behind and in 1996, they are 8.2% behind (Comp. Exh. 7) and their position worsens if/and when DeWitt and the Sheriff's Office receive increases for 1995 and 1996. Similarly, the P.B.A. asserts with respect to the average top hourly wage in the

communities, Geddes fell 2.24% in 1995 and 5.34% in 1996 (Comp. Exh. 8). When compared to towns, Geddes average top salary dropped 3.52% in 1994, 6.83% in 1995 and 9.09% in 1996 (without any increase calculated for DeWitt for 1995 and 1996)(Comp. Exh. 21)(attached hereto); and on the hourly rate, Geddes lost 2.87% in 1995 and 5.11% in 1996 (Comp. Exh. 22)(attached hereto).

The P.B.A., further, asserts that the Geddes' officers do not compare well in the category of the 20th year salary, which consists of the top salary plus guaranteed annual payments (generally longevity bonuses), compared either to communities or towns. The P.B.A. asserts that the Geddes differential dropped more than 5% (Comp. Exhs. 9-11, 23-25)(attached hereto).

The final salary level argued by the P.B.A. was that of career salary which was calculated by adding the annual payment due for each of the first twenty years of an officer's career (Comp. Exh. 12). The P.B.A. asserts that the 1994, 1995 and 1996 figures for Geddes and comparable communities (including DeWitt and Sheriff's static figures), the Geddes police officers lost nearly 5% over two years; and when compared to towns only lost 4.08% and fall to one of the lowest salary levels (Comp. Exh. 26)(attached hereto).

With respect to sergeants who are covered by the collective bargaining agreement, the P.B.A. asserts that the sergeants, also, have dropped behind sergeants in surrounding communities, a loss of 6.51% over two years or 6.19% in hourly rate (Comp. Exhs. 13 and 14) in surrounding towns, a loss of 5.11% or 4.3% in the hourly rate (Comp. Exhs. 27 and 28)(attached hereto).

In summary, the P.B.A. asserts that a comparison of the Geddes police force salaries with the salaries of the surrounding communities and towns, with the loss of between 4% and 6% over the past two years, militates in favor of a minimum 4% and 4.5% increase for 1995 and 1996, respectively.

In further support of its request for a 4.0% and 4.5% award from the interest arbitration panel, the P.B.A. submitted a list of 1994 police arbitration awards for various cities, towns and villages in New York State which show a range from 0% for the city of Newburgh and 6.50% for Suffolk County, with an average award of 4.32%; and 1995 police arbitration awards with a range of 2% for the city of Buffalo to 7.20% for the [illegible] of Tuckahoe, with an average of 4.13%. The P.B.A. also urges the panel to follow the award issued in 1996 for the village of Solvay, which is close to the town of Geddes, of 4.0% and 4.5%.

The P.B.A. also asserts that its request for a 4 and 4.5% increase meets the statutory test of "interests and welfare of the public and the financial ability of the public employer to pay." In support of its position, the P.B.A. presented "A Review of the Financial Documents of the Town of Geddes, New York" prepared by P.B.A.'s expert witness, Edward J. Fennell Associates, which was accepted in lieu of testimony. Fennel reviewed the following:

(1) 1994 and 1995 Annual Financial Report Update Document
(2) 1995 and 1996 Town of Geddes Budgets
(3) 1994 New York State Comptroller's Special Report on Municipal Affairs
(4) 1995 Overlapping Real Property Taxes
(5) Official Statement Upon the Sale of $2,735,000 Public Improvement (Serial) Bonds, 1993 Dated: September 20, 1993

The Onondaga County towns which were compared with Geddes were Camillus, Cicero, Clay, DeWitt and Manlius. The Fennell "Summary of Principal Findings" was

> (1) Geddes has an overall real property tax rate which is the fourth lowest when compared with five similar Onondaga County Towns.
>
> (2) The Town has exhausted 8.2% of its constitutional debt limit as of December 31, 1994.
>
> (3) The total fund equity balance in the General Town Outside Village Fund as of December 31, 1995 was $160,653. **Unappropriated surplus as of this date amounted to $108,153, as a result of an appropriation of $52,500 of the surplus to balance the 1996 budget.**
>
> (4) **There is a contingency fund in the amount of $15,000 in the 1996 General Town Outside Village Fund budget.**
>
> (5) There was a budgetary surplus of $79,447 in 1995, primarily the result of overestimated expenses.
>
> (5) [sic] The relative cost to raise the Police Department base salary and wages one percent has the [sic] no effect on Real Property Taxes, since the Town relies solely on Sales tax to support the Police Department.

Accordingly, the P.B.A. urges that the "Town of Geddes has the full ability to cover the costs" of the requested increase of 4 and 4.5% in salaries for the police officers.

With respect to the statutory factor of the comparison of the peculiarities of the police profession with other trades or professions, the P.B.A. asserts that the town of Geddes has experienced a rise in Part I and Part II crimes (Comp. Exhs. 36, 37, 38, 39)(attached hereto).

Position Of The Town

The Town opposes the P.B.A. requests for the 4% and 4.5% increases in salaries. The Town asserts that if a salary increase

is to be granted, then it should be in line with the cost of living increase.

The Town, in its response to the P.B.A.'s Petition for compulsory interest arbitration, offered a wage increase of 2.5% plus step movement for all grades in the first year of the successor agreement (1/1/95 - 12/31/95); and, in the second year (1/1/96 - 12/31/96) a wage increase of 2.5% plus step movement based upon the wage scale established in the first year of the agreement. In its memorandum submitted to the Panel, dated June 14, 1996, the Town proposed a zero ("0") salary increase for the first year of the successor agreement and a cost of living increase not to exceed 2.5% for the second year.

During the hearing, the Town proposed a 2.5% wage increase plus step movement for the first year of the agreement; and for the second year, a 2.5% wage increase plus step movement based on the wage scale established in the first year.

In support of its position, the Town submitted charts which demonstrated that the cost of living in all cities and, in particular, cities in New York State and Northeastern New Jersey range from 2.5% to 3% for the period June 1995 through April 1996.

With respect to the factor of comparability with other towns and cities, the Town submitted the following charts on salaries. Submitted salary comparisons for the years 1993-1996 for various towns, villages in the area. (See Appendix A.)(attached hereto) The Town chart differs from the P.B.A. chart in that its comparisons do not include the police force of the City of Syracuse

and the Onondaga County Sheriff's and did include the Town of Cicero and the Villages of Baldwinsville, Skaneateles; also the Town charts did not cover all of the various salary levels perspectives offered by the P.B.A. However, basically the P.B.A. and the Town statistics are similar and portray the picture of Geddes and the surrounding cities, towns, and villages.

The Town asserts that in the City of Syracuse police department, the average increase from 1994 through 1997 was 2.75%; the Sheriff's office of Onondaga County, the long term wage increase was 1992 and 1993 - 0%, 1994 - 3.5%, 1995 - 2.75% [the 1996 wage has not yet been resolved]; the City of Oswego Firefighters, 1993 - 2%, 1994 -2% (Arbitration Panel Award), January 1995 - 3.%; New York State Civil Service, 1995 - 0%, 1996 - $550 (lump sum not on salary), 1997 - $700 (lump sum not on salary), 1997 - 3.5%, 1995 - 3.5%; Town of Camillus, 1995 - 3%, 1996 - 0%; City of Auburn CSEA, 1992 - 0%, 1994 -.2.75%, 1995 - 3%.

HEALTH INSURANCE

Article 7, Sec. 7.1 of the expired collective bargaining agreement provides that the "Town shall pay all premiums charged by any group medical and dental insurance carrier providing individual and/or family coverage for members of the Town of Geddes Police Department;" and provides similar 100% payment for retirees, as defined.

Position Of The Town

The Town, in its response to the P.B.A.'s Petition, proposed that the employee contribute 10% of the premium for health and dental insurance to be selected by the Town in the first year of the successor agreement (1995) and an additional 10% in the second year for a total of 20% in the second year of the agreement.

In support of its proposal, the Town set forth the nature of the health and dental insurance provided by other comparable communities and the premium payments by the town or village and by the employee.

HEALTH INSURANCE

Jurisdiction **TOWN**	health ins. ind	health ins. fam	co-pay town prerogative	dental basic plan
Clay	80/20	80/20	$5 or maj med	ind/75/25
Cicero(p.t. dept.)	not ment.	not ment.	not ment.	not ment.
Camillus	95/5	95/5	not ment.	not ment.
DeWitt	ee15%($24/mo max) ind. ee20%($80/mo max) fam		not ment.	eepays$4/mo -ind/fam
Geddes	100	100	not ment.	not ment.

Manilus 1/92 prem.	inc split 50/50	80/20	100
Baldwinsville	94/6 94/6	maj med	ind/fam-95/5
East Syracuse	100 100	?	100/100(ind/fam)
Liverpool	13.32/mo.(ee)ind 32.32/mo(ee)fam	?	100% ind/fam
N. Syracuse	$200 (ee)ind $700 (ee)fam	$5	80/20 (up to $550) (ind/fam)
Skaneateles	ee pays 25%(of fam-ind)	not specified	same as health
Solvay	100% 100%	80%er/20%ee	100%

The plans described indicated that some towns or villages paid 100% for health or dental plans, some paid 80% with an employee contribution of 20%, and other variations of percentage or flat payments or no information.

At the hearing, the Town stated that the 1995 cost to the Town for Blue Cross/Blue Shield for the police unit was $96,667.44 and the cost for the dental plan was $3,499.20.

Position Of The P.B.A.

The P.B.A. takes the position that the health insurance coverage and premium payment should be continued as in the expired collective bargaining agreement and that the Town make full payment of premiums with no contribution by the employee. In support thereof, the P.B.A. submitted charts similar to the ones submitted by the Town, comparing surrounding communities and towns (Comp. Exhs. 40, 41 and 42).

The P.B.A. agrees that premium payments in other communities range from no employee contributions (East Syracuse & Solvay) to various other plans such as a flat percentage contribution in

Camillus or a deductible or and monthly payment of part of the premium, in the Onondaga Sheriff's unit.

The P.B.A. asserts that under the Town's proposal, an employee would have to pay nearly $1,140 per year for the family plan and that is "patently unreasonable." The P.B.A. further points out that the cost figures for the health premiums supplied by the Town are incorrect, that the monthly payment for each bargaining unit member is $473.86 ($5,686.23 per year) which adds up to less than $74,000 per year for the 13 bargaining unit employees. Further, the P.B.A. argues in its brief that in a recently settled contract by the Town covering the highway [illegible] those employees are not required to pay any portion of the [illegible] of their health insurance.

SICK LEAVE

The expired collective bargaining agreement provided:

5.3 - Sick Leave

Each member of the Town of Geddes Police Department employed as of January 1, 1993, shall be entitled to 180 days to be applied to work days missed due to illness or injury which is not work related. On January 1, 1994, the member's sick leave will be restored to 180 days.

A member of the Town of Geddes Police Department hired after January 1, 1993, will earn 1 day per month of employment (credited on the first day of each month) for the first year of employment. Upon completion of the first year of service, the member will continue to receive an additional day for each month of service. Also, the member will receive an additional 25 work days to use under this section. The member will be able to accumulate no more than 180 days.

When member has excessive use of sick leave the Town may require the member to submit medical evidence of disability as shall be satisfactory to the Town and which shall substantially establish that said illness is of a nature and degree that the same incapacitates member from his or her regular employment.

Thus, the agreement provided that employees on the payroll before January 1993 are entitled to 180 annual sick days, with 180 days being fully restored each January. Employees hired after January 1993 start with 12 sick days for the first year and then adds 25 days each year with a maximum accumulation of 180 days. The collective bargaining agreement does not provide for any cash payout of accumulated days of sick leave at retirement.

Position Of The Town

The Town desires to retain the status quo relating to retirement sick leave payment, namely, no payment upon retirement for unused sick leave. The Town proposes that the current 180 day sick leave be reduced to 100 days total. The Town did not offer any direct evidence in support of their proposal.

Position Of The P.B.A.

In its Petition, P.B.A. proposed that after 20 years of service (at least 10 of which must be with the Town of Geddes) each officer shall be entitled to convert his/her unused accumulated sick leave to cash at the time of his/her retirement.

The P.B.A. also wants the deletion of the last paragraph of Section 5.3 that requires an employee to substantiate that he/she is incapacitated from employment.

In support of its position concerning payment for unused sick leave upon retirement, the P.B.A. submitted a chart[3] outlining the provisions of other comparable communities which demonstrate that, with the exception of Solvay and DeWitt (currently in interest arbitration) and Geddes, provision is made for some form of retirement sick leave payment. The chart shows the following

COMPARABLE COMMUNITIES
SICK LEAVE PROVISIONS

UNIT	ANNUAL/MAXIMUM ACCRUAL	PAY-OUT PROVISIONS
Camillus	12/225	-20% daily rate 165-225 days
Clay	12/120	-$100/day up to 20 days
DeWitt	12/0	-up to 9 unused days paid in following year at prior year's rate
East Syracuse	11/85	-0- days used - $150 bonus 1 day used - $125 bonus 2 days used - $100 bonus

[3] The P.B.A. also submitted the collective bargaining agreements of Camillus, Clay, DeWitt, East Syracuse, Manlius, North Syracuse, Onondaga Sheriff, Solvay, Syracuse which include provisions relating to accumulated sick leave.

East Syracuse cont'd		3 days used - $75 bonus - at retirement 4-6 yrs. 10% (max 60 days) 6-11 yrs. 20% (max 60 days) 11-16 yrs. 50% (max 60 days) 16+ yrs. 100% (max 60 days)
GEDDES	12/180	
Manlius	5/120	5 days
North Syracuse	15/150	90 days or more perfect attendance entitled employee to extra "earned day" - retirement 20-21 yrs. -120 days 21-22 yrs. -60 days 22-23 yrs. -30 days
Onondaga Co. Sheriff's	12/165	
Solvay	130/0	
Syracuse	1-5 yrs.-20 days 6-10 yrs.-25 days 11-15 yrs.-30 days 15+ yrs.-35 days 130 days maximum	0 [illegible] $300 bonus 1 day used - [illegible] bonus 2 days used - $100 bonus

With respect to the Town proposal to reduce the sick leave total to 100 days, the P.B.A. argues that such reduction is not warranted because the Town has presented no evidence of abuse of sick leave. Further, the P.B.A. argues that the Town does not offer a "light duty" status for officers recovering from injuries and has refused to implement such a program; that, if light duty was available, the reduction in benefit would have far less an impact.

LONGEVITY INCREMENT

The expired collective bargaining agreement provides that "each member of the Town of Geddes Police Department shall receive a longevity increment of $275.00 who has completed five (5) years continuous service in the Department. Each member shall receive an additional longevity increment of $200.00 who has completed an additional five (5) year period of service for each such period in the department."

Position Of The P.B.A.

The P.B.A. proposes to modify the longevity increment in two ways: first, to reduce the number of years required to reach the next increment of longevity pay; and second, to increase the pay received at each level. Thus, the P.B.A. proposes the following longevity increments.

At the completion of	4 years of service	$ 500.
	9 years of service	1,000.
	14 years of service	1,500.
	19 years of service	2,000.
	Each succeeding year thereafter - additional	100.

and that the increments be added to and made a part of the regular rate of pay.

In support of its proposal, the P.B.A. submitted a chart outlining the longevity benefits provided by other comparable communities and argued that, except for the Town of DeWitt and the City of Syracuse, Geddes cumulated longevity benefits are the lowest (Camillus - $20,250; Clay - $8,500; DeWitt - $5,475; East

Syracuse - $4,500; Manlius - $11,500; Solvay - $8,500; Syracuse - $3,600; Geddes - $8,000). (Comp. Exhs. 33 and 34)

Position Of The Town

The Town wishes to maintain the status quo.

WORK SCHEDULE

Article 11, Section 11.1 of the expired collective bargaining agreement provides:

ARTICLE 11. - WORK SCHEDULE PROVISIONS

11.1 - That pursuant to Section 971 of the Unconsolidated Law of the State of New York as applicable to the Town of Geddes Police Department, the same being a police force of not less than four (4) members, the proper officer, duly designated by the Town to perform the duties of Chief of Police, shall not assign any patrolman to more than one tour of duty, which said tour of duty shall not exceed eight (8) consecutive hours of each consecutive twenty-four (24) hours, nor shall any patrolman be assigned to more than forty (40) hours of duty during any seven (7) consecutive day period, except in any emergency as described in the laws of the State of New York.

The Town shall establish three (3) permanent eight (8) hour shifts together with a rouster shift and assignment to each shall be on a permanent basis, except in an emergency. Assignment to shifts shall, when possible, be at the request of each policy officer and shift selection opportunity shall be on a seniority basis. Shift assignment shall not be changed except in an emergency or for good cause upon reasonable notice to the officer whose shift change is contemplated.

The establishment of the aforesaid shifts and the assignments thereto as set forth above shall not be construed to in any manner to deprive the Chief of Police from the exercise of reasonable and necessary discretion to adjust shift assignments in the best interest of the efficient completion of the duties and obligations of the Police Department.

It is hereby agreed that the work schedule will be comprised of a 4-2 week period as set forth in a schedule annexed hereto and made a part hereof entitled Exhibit A.

There are currently 7 permanent shift assignments and 6 rotating floaters. Currently the schedule is a "4-2" schedule, which results in revolving weekends off and 243 days per year on duty.

Position Of The Town

The Town asserts that "[i]f the P.B.A. truly seeks a wage

increase greater than that put forward by the Town, then the Town would demand that the work schedule be changed from 4-2 to 5-2." The Town argues that the current "4-2" schedule allows officers an additional 16 days off the job with pay. The Town asserts:

5-2 schedule equals 2080 hours

4-2 schedule equals 1947 hours

and accordingly the difference of 133 hours equals 16 days off the job with pay. Further, it argues, under the 4-2 schedule, the officers work 67% of the available days (4 out of 6); the length of the weekend off cycle is 6 weeks; each officer gets 16.7% of the available weekends off (1 out of every 6); each officer also gets Friday, Saturday, Sunday, Monday, pairs off every 6 weeks; this also amounts to 16.7% of the available weekend pairs.

Accordingly, the Town "is greatly opposed to any further reduction of its ability to 'man' the streets or to grant any additional paid leave time to the P.B.A."

Position Of The P.B.A.

The P.B.A. proposes a maintenance of the status quo of 4-2 schedules, and additionally the enforcement of nine permanent shifts with four rousts.

The P.B.A., also, proposes the deletion of the third paragraph of the Section 11.1, relating to the Chief's discretionary right to "adjust shift assignments."

The P.B.A. argues, as the Town has pointed out, that the establishment of the 5-2 schedule means an increase in the number of days worked by each employee; the P.B.A. calculates that a 5-2

schedule means an additional 17 "man-days" per employee, multiplied by the 13 bargaining unit employees total to 221 "man-days" added to the schedule.

The P.B.A., further, argues that the "current schedule better accommodates today's family lifestyles. Many of the officers on this force are primary caregivers for their children, and have little trouble arranging their schedule around this privilege. Fixing schedules to set days off would leave little flexibility for these officers. Constant set days off will result in burnout. Further, sergeants who have the benefit of seniority will no longer be able to enjoy it, as they will be forced to work weekends and nights, while their less experiences subordinates do not."

OPINION

As indicated above, Section 209(4)(v) sets forth the relevant statutory criteria for interest arbitration awards. Applying these criteria, the panel concludes as follows:

The economic issues presented herein revolve primarily around the salary for the police officers and sergeants for a two year period after the expiration of the collective bargaining agreement on December 31, 1994. Closely tied into the basic salary are the other proposals of the Town and the P.B.A. which also involve an economic impact upon the Town, namely, payments of premiums for medical insurance; longevity payments; payments for unused sick leave; amounts of accumulated sick leave and work schedules which involves the number of days that the police will work.

The P.B.A., originally seeking an 8.0% increase in salary, now seeks 4% for 1995 and 4.5% for 1996, whereas the Town urges a cost of living increase of between 2.5 and 3.0%. On medical insurance premium payments, the Town seeks employee contribution of 10% in 1995 and 20% in 1996, whereas the P.B.A. urges the continuation of the current employee noncontribution. On the issue of sick leave, the Town argues for a reduction of accumulated leave from 180 days to 100 days and no payment for unused sick leave upon separation for service, whereas the P.B.A. seeks a status quo on the accumulation of sick days and some payment for accumulated sick days. On the issue of longevity payments, the P.B.A. argues for an increase in such payments, whereas the Town argues for the status quo. With respect to the work schedules, the Town presses for a 5-

2 work schedule rather than the current 4-2 work schedule with a consequent increase in the number of days worked by police officers, whereas the P.B.A. argues for a maintenance of the current 4-2 scheduling and enforcement of 9 permanent shifts and 4 rousters.

Wages

The paramount issue is the amount of increase in salary for the police officers, which, in turn, may impact upon the resolution of the other issues. The statutory criteria have been addressed by the parties in their statistical presentations. A threshold issue, and major concern, of course, is the criterion, "the financial ability of the public employer to pay," and the "interests of and welfare of the public." It is clear from the evidence, particularly the Fennell report, that the Town's financial status is healthy and the Town can afford increases in salaries and other payments for the police force. Indeed, the Town conceded that the Town is financially stable and that it was not arguing an inability to pay. As indicated above, the Town has a surplus and a borrowing capacity and an increase in police salaries will have no impact upon real property taxes, inasmuch as the police salaries are funded by the sales tax. Similarly, the very nature of the functions performed by the police force bespeak their importance to the public interest and obviously the good morale of a police force, bottomed upon salaries comparable to their peers in other communities, is in the public interest. This is further heightened by the facts and figures submitted in the nature of the salaries of

officers in Geddes and comparable communities. However, the fact that Geddes is financially sound and can afford a salary increase and other economic benefits for its police officers does not mean that the police salaries should exceed comparable salaries and benefits. A balance must be struck between the ability to pay and the entitlements of the police force and the necessity to maintain police force with good morale and further the public interests and welfare. And, as Section 209.4 highlights -- comparable with the wages, hours and conditions in comparable communities.

Accordingly, we turn to the comparison of the salary schedules of the Geddes police with the salaries of comparable towns, villages and cities. A preliminary issue is which communities -- town, villages, cities -- are to form the basis for comparison. As indicated above, the P.B.A. has urged that the comparisons be made among the nearby names "communities" and then, more selectively among the names nearby "towns". The Town's comparison chart also embrace most of those communities. A comparison of Geddes with those communities and towns is well founded, considering the unit, the population and the proximity.

The P.B.A. has submitted voluminous number of charts and argues from these charts and figures and statistics and projections, from the various perspectives of "rookies" to "veterans" and "career" officers, from initial salaries to top salaries. The Town offered its own statistics on towns and cities (some of which are different from the P.B.A. towns) and employees groups in New York State and argued from those. Needless to say,

these statistics can often lead to varying conclusions. However, it must be noted that the Town has not, challenged the statistics collected and offered by the P.B.A., but only, the conclusion to be drawn from them. A review of the charts and statistics set forth above in great detail support the P.B.A. argument that the police officers of Geddes in 1995 and 1996 are falling behind police officers and sergeants in surrounding communities in the realm of 4 to 4.3%; and these figures were based upon a continuation of the same salaries for DeWitt and the Onondaga Sheriff's Office for 1995 and 1996, because those communities have not yet resolved their collective bargaining agreements with the collective bargaining representatives. Great emphasis is also placed by the P.B.A. upon the interest arbitration award involving the police force of Solvay, a sister community, which resulted in increase for 1995 and 4.5% for 1996. Although such award does not, of course, have a conclusive effect upon the award for Geddes, the award deserves consideration, particularly in view of comparable level of actual salaries of the police of Solvay and Geddes. A grant of the Town's proposal of 2.5 to 3% increase would result in the Geddes police officers' salaries falling behind their peers in surrounding communities. Similarly, an 8% increase in Geddes, initially sought by the P.B.A., would place them substantially above those in the other comparable police units. Considering all the statutory criteria discussed above and the statistics set forth in relation to the salaries of the police officers and sergeants at their various stages of seniority, from rookie to top salary, two panel

members (with Garry A. Luke, the Public Employer Panel member dissenting) conclude that the Geddes police officers be awarded an increase of 4% for the year 1995 and 4.5% for the year 1996. This would continue their current comparability with the wages of comparable communities and not place an economic burden on Geddes.

Medical Insurance

With respect to the issue of payments for medical insurance, again, upon an evaluation of the evidence submitted under the statutory criteria, the majority of the panel (Garry A. Luke dissenting) conclude that the status quo be maintained and the provision of the 1993-1994 collective bargaining agreement continue for the years 1995 and 1996, namely, no contribution by employees to the payment of premiums . We are persuaded by the fact that the Town is financially able to continue such 100% contributions as it has in the past, that the Village of Solvay, as the result of an arbitration award, has no employee contribution as does East Syracuse and the imposition of an employee contribution of 10% and 20% as requested by the Town would constitute a substantial outlay by each police officer at this time and substantially undercut the 4 and 4.5% wage increase granted by the panel.[4]

---

[4] In its brief, the P.B.A. stated that "the other bargaining unit in the Town of Geddes, the Highway Workers, recently settled their contract, and are not required to pay any portion of the premiums for their health insurance" and urged the panel to consider it in its deliberations. This fact did not enter into the panel's decision. First, it was not introduced as evidence in the hearing, nor subsequently sought to be introduced. Secondly, the medical insurance no contribution provision should be considered in conjunction with other economic portions of the negotiated collective bargaining agreement, which are not known to the panel.

Longevity

With respect to the issue of longevity increments, the panel concludes that, although Geddes may not fare as well as other communities in those payments, the payment is comparable to Camillus and Solvay, substantially higher than DeWitt and East Syracuse and Syracuse, and are exceeded only by Camillus and Manlius. Under all the circumstances, and particularly in view of the increase of 4 and 4.5% in wages granted to the Geddes police and the maintenance of no employee contribution for medical insurance, the panel concludes that the provisions of the expired 1993-1994 contract continue and there be no change in the longevity increment plan.

Sick Leave

Similarly, the panel concludes that, with respect to the sick leave proposal of the Town and the P.B.A., the provisions of the expired collective bargaining agreement continue. The Town has not demonstrated any abuse of the current policy of use and accumulation the current amount of sick days and the P.B.A. argument that there is the absence of a "light duty" provision argues in favor of no change in the current use and accumulation of sick days. With respect to the payment for accumulated days upon separation from the service, the panel concludes that the current policy of no payment of accumulated leave continue. Although other communities have provision for some form of payment for accumulated sick leave, it is noted that most of these communities do not have accumulation of sick leave of 180 days as Geddes police now have.

Interestingly, it must be noted that whereas P.B.A. has urged the panel to follow Solvay in the grant of 4 and 4.5% wage increase and no employee contribution for medical insurance, the P.B.A. does not urge the panel to follow Solvay in this matter of sick leave -- Solvay has 130 days, with no accumulation and no payment.[5] Further, in light of the monetary increase granted to the police officers in wages, no decrease there of by health insurance co-payments and the continuation of the current 180 day sick leave provision, the panel concludes that payment for accumulated sick leave is not warranted at this time. Further, the panel concludes that no change is warranted with respect to the current provision relating to requirement than an employee substantiate that he/she is incapacitated from employment when sick leave is taken. The P.B.A. has not shown any hardship resulting from that requirement, that anyone has been prejudiced therefrom or that the Town has unreasonably applied the rule.

Work Schedule

With respect to the proposed change in the Work Schedules, the panel concludes that no persuasive evidence has been submitted by either party for the changes proposed by the parties. The Town's argument in favor of a 5-2 schedule instead of the current 4-2 schedule -- more work days in exchange of a wage increase -- is not persuasive. The Town argues that the 4-2 schedule instead of the 5-2 schedule means that the policy officer gets 16 days off the job with pay. The P.B.A. counters with the statistics that the change

[5] See P.B.A. chart on Sick Leave Provisions, supra.

from 4-2 to 5-2 means that the police officer is an increase of 17 days of work for each police officer. Both are obviously right. The panel concludes that no overriding argument has been presented for the change. It is obvious, as the Town concedes, the 5-2 schedule would, in effect, lessen the effect of the 4% and 4.5% wage increase. Further, the change in the 4-2 schedule to 5-2 schedule and the number of hours worked from 1947 hours under the 4-2 schedule to 2080 hours under the 5-2 schedule would change the comparability that now exists among the surrounding communities and the surrounding towns.[6] At the present time, Geddes' 1947 hours (instead of the 2080 hours proposed) compares favorably with Camillus (6-3 schedule, 1960 hours), Manlius (2008 hours), North Syracuse (2016/1944 hours), Solvay (1944 hours), Syracuse (1944 hours); is exceeded somewhat by Clay 5-2/4-2, 2024 hours), East Syracuse (5-2/4-2, 2024 hours) and Onondaga's Sheriff (5-2, 2080 hours), DeWitt (5-2/4-2, 2080 hours). Further, with the increase of offenses which the P.B.A. argued in support of its proposed wage increase, the Town's argument that there be no reduction in its ability to 'man' the streets takes on added weight. This also militates against any change, requested by the P.B.A., in the current provision in the collective bargaining agreement which grants the Chief of Police the discretion to "adjust shift assignments." The statutory criterion of "public interest" and "public welfare" support the continuation of the current provision. On the other hand, there are some arguments that may be marshalled

---

[6] Comp. Exh. 6

for some change. And while the panel, at this time, concludes that no changes are currently warranted, the panel suggests that the parties consider the establishment of a committee to study the matter to determine what changes, if any, may be warranted, to the benefit of all parties involved. The P.B.A. has argued, in its brief, that the "Geddes' expired collective bargaining agreement contains a schedule, which provides for three permanent assignments per shift (A-line), B-line and C-line) with three (now four) roust positions. The problem with the P.B.A. schedule is that it is not worth the paper it is written on. Management has chosen, instead, to create a schedule that contains only seven permanent assignments, with six rousts. The P.B.A.'s proposal seeks enforcement of the current provision, and removal of the discretion currently afforded to management in changing schedule at will. The removal of this discretion, or at the very least, a curtailment of it, would force management to plan its scheduling, and then stick to it. Such a change would also remove the use of shift and schedule changes as a form of informal discipline." These words and charges give evidence of some problems which should be explored by the parties.

In summary, after having considered all the facts and arguments advanced by the parties, and under the statutory criteria set forth in Section 209.4, and the evaluations made hereinabove, the panel makes the following Award.

AWARD

1. Wages

The police officers and sergeants shall receive the following wage increases

January 1, 1995 - December 31, 1995	4%
January 1, 1996 - December 31, 1996	4.5%

Dissent by Employer Panel Member Garry A. Luke

2. Medical Insurance

Continuation of the provision in the expired 1993-1994 collective bargaining agreement.

No employee contribution for medical insurance premiums.

Dissent by Employer Panel Member Garry A. Luke

3. Sick Leave

Continuation of the provision in the expired 1993-1994 collective bargaining agreement.

No change in the number of accumulated sick days.

No payment for accumulated sick leave after separation.

No change in the requirement for medical substantiation for the use of sick leave.

4. Longevity Increment

Continuation of the provision in the expired 1993-1994 collective bargaining agreement.

No change in the amount of the increment.

No change in the time period for the increment.

5. Work Schedule

Continuation of the provision in the expired 1993-1994 collective bargaining agreement.

No requirement that the work schedule be 5-2 instead of 4-2.

No change in the provision which grants the Police Chief the discretion to adjust shift assignments.

Dated this 26th day of November, 1996

Samuel M. Kaynard, Esq.
Public Panel Member and
Chairperson

Dated this 29th day of November, 1996

Garry A. Luke
Public Employer Panel Member
Concurring in Part, Dissenting in Part
See Attached Opinion

Dated this 3rd day of December, 1996

Rocco A. DePerno, Esq.
Employee Organization
Panel Member

APPENDIX A

D.

Salary Comparisons
1993 - 1996

	1994	'93-94		
1994				V. of
	Clay	V of B'ville	TOWN of Cicero	Skaneateles
V of Solvay				
entry rate	23064	23715	10.15/hr.	
6 months	25191			
1 year	28954	24747		19843
25517				
2 years	30571	26123		23400
28456				
3 years	31816	28361		26666
29500				
4 years	33861	30034		30846
32895				
5 years	na	32295		
6 years	na			
sergeant	37000			
			10% above patrolman	$1560 above patrolman
35993				
Lieutenant	39642			
41571				

	6/1/93	1992-1993	6/1/93-5/31/94	1993	1993
	V.of N.Syr.	V.of E.Syr.	V. of L'pool	T of DeWitt	T of Camillus
entry rate	20478			23639	
6 months	24058				
1 year	29574	23554	24975	26823	22980
2 years	30475	24210	26904	30752	28154
3 years	32245	26070	28894	32527	29629
4 years	34662	28180	30948	34301	31105
5 years		30205	33060	36077	32580
6 years	na	32890			
sergeant	38162		35286	38941	36019
Lieutenant			37513		

	12/31/94	1/1/94	1/1/95	**1/1/96**
	TOWN of Geddes	Town of Manlius		
entry rate	25480	26500	27560	28660
6 months				
1 year	26280	28985	30145	31350
2 years	29307	30640	32865	33140
3 years	30382	32290	33580	34925
4 years	33879	33940	35300	36710

5 years		35610	37035	38515
6 years				
sergeant	37061	38500	40040	41460

	1/95-12/31/95	1/1/96-12/31/**96**	1994-95
	Clay	Clay	V of B'ville
entry rate	24044	25126	24781
6 months	26262	27444	
1 year	30185	31543	25860
2 years	31870	33304	27298
3 years	33168	34661	29638
4 years	35300	36889	32386
5 years	na		33748
6 years na			
sergeant	38573	40309	
Lieutenant	41327	43187	

	6/1/94	1993-1994	6/1/94-5/31/95	1994	1994
	V of N.Syr.	V of E.Syr.	V. of L'pool	T of DeWitt	T of Camillus
entry rate	21092			27402	
6 months	24779				
1 year	30461	24840	26224	28030	23783
2 years	31389	26166	28249	30082	29139
3 years	33012	27650	30339	32136	30666
4 years	35701	29145	32495	33991	32194
5 years		31100	34713	35845	33720
6 years	na	34535		37700	
sergeant	39201		37051	40694	37280
Lieutenant			39888		

Comp. Exh. 2

COMPARABLE COMMUNITIES
STARTING SALARY

UNIT	1994	1995	1996
Camillus	23,783	24,497	24,497
Clay	23,064	24,044	25,126
DeWitt	24,702	[24,702]	[24,702]
East Syracuse	24,240	24,725	25,520
GEDDES	26,281	26,281	26,281
Manlius	26,500	27,560	28,660
North Syracuse	20,478	21,091	21,724
Onondaga Co. Sheriffs	19,494	20,376	[20,376]
Solvay	25,518	26,539	27,733
Syracuse	23,508	23,978	24,697
Average Starting Salary*	23,476	24,168	24,782
GEDDES Starting Salary	26,181	26,281	26,281
Differential	+10.66%	+8.04%	+5.70%

*excluding GEDDES

Comp. Exh. 3

COMPARABLE COMMUNITIES
HOURLY WAGE - STARTING SALARY
(based on scheduled hours)

UNIT	SCHEDULED HOURS	HOURLY RATE 1994	1995	1996
Camillus (6-3)	1960	12.13	12.50	12.50
Clay (5-2/4-2)	2024	11.40	12.41	
DeWitt (5-2/4-2 & 1/2 hr. roll call)	2080	11.88	[11.88]	[11.88]
East Syracuse (5-2/4-2)	2024	11.98	12.22	12.61
GEDDES (4-2)	1944	13.52	13.52	13.52
Manlius (6-3 & 48 hrs.)	2008	13.20	13.73	14.27
North Syracuse (5-2/4-2)	2016	10.18	10.46	11.62
(a/o 1/1/96 4-2)	1944			
Onondaga Co. Sheriff's (5-2)	2080	9.37	9.80	[9.80]
Solvay (4-2)	1944	13.13	13.65	14.27
Syracuse (4-2)	1944	12.09	12.33	12.70
Avg. Hourly Wage*		11.71	12.05	12.45
GEDDES Hourly Wage		13.52	13.52	13.52
Differential		+13.39%	+10.87%	+7.91%

*excluding GEDDES

Comp. Exh. 16

COMPARABLE COMMUNITIES
(TOWNS ONLY)
STARTING SALARY

Unit	1994	1995	1996
Manlius	26,500	27,560	28,660
GEDDES	26,281	26,281	26,281
DeWitt	24,702	[24,702]	[24,702]
Camillus	23,783	24.497	24,497
Clay	23,064	24.044	25,126
Average Starting Salary*	24,512	25,201	25,746
GEDDES Starting Salary	26,281	26,281	26,281
Differential	+6.73%	+4.11%	+2.04%

*excluding GEDDES

Comp. Exh. 17

COMPARABLE COMMUNITIES
HOURLY WAGE - STARTING SALARY
(TOWNS ONLY)
(based on scheduled hours)

UNIT	SCHEDULED HOURS	HOURLY RATE 1994	1995	1996
Camillus (6-3)	1960	12.13	12.50	12.50
Clay (5-2/4-2)	2024	11.40	11.88	12.41
DeWitt (5-2/4-2 & 1/2 hr. roll call)	2080	11.88	[11.88]	[11.88]
GEDDES (4-2)	1944	13.52	13.52	13.52
Manlius (6-3 & 48 hrs.)	2008	13.20	13.73	14.27
Avg. Hourly Wage*		12.15	12.50	12.77
GEDDES Hourly Wage		13.52	13.52	13.52
Differential		+10.13%	+7.54%	+5.55%

*excluding GEDDES

Comp. Exh. 4

COMPARABLE COMMUNITIES
ACTUAL SALARY (0-1 YEAR)

UNIT	1994	1995	1996
Camillus	23,783	24,497	24,497
Clay**	24,128	25,153	26,285
DeWitt**	26,366	[26,366]	[26,366]
East Syracuse	24,240	24,725	25,520
GEDDES	26,281	26,281	26,281
Manlius**	27,743	28,853	30,005
North Syracuse **	22,268	22,936	23,623
Onondaga Co. Sheriff's	19,494	20,376	[20,376]
Solvay	25,518	26,539	27,733
Syracuse**	26,487	27,016	27,828
Avg. Actual Salary*	24,447	25,162	25,804
GEDDES Actual Salary	26,281	26,281	26,281
Differential	+6.98%	+4.26%	+1.81%

*excluding GEDDES
**presumes 6 months training/entry level and 6 months at 1st year level

---

Comp. Exh. 18

COMPARABLE COMMUNITIES
ACTUAL SALARY (0-1 YEAR)
(TOWNS ONLY)

UNIT	1994	1995	1996
Camillus	23,783	24,497	24,497
Clay	24,128	25,153	26,285
DeWitt**	26,366	[26,366]	[26,366]
GEDDES	26,281	26,281	26,281
Manlius**	27,743	28,853	30,005
Avg. Actual Salary*	25,505	26,217	26,788
GEDDES Actual Wage	26,281	26,281	26,281
Differential	+2.95%	+ .24%	-1.93%

*excluding GEDDES
**presumes 6 months training/entry level and 6 months at 1st yer level

Comp. Exh. 5

COMPARABLE COMMUNITIES
SALARY AT 4TH YEAR

UNIT	1994	1995	1996
Camillus	32,193	33,159	33,159
Clay	33,861	35,300	36,889
DeWitt (pre 1/93)	35,485	[35,485]	[35,485]
(post 1/93)	33,991	[33,991]	[33,991]
East Syracuse	30,832	31,472	32,101
GEDDES	33,879	33,879	33,879
Manlius	33,940	35,300	36,710
North Syracuse	34,662	35,701	36,772
Onondaga Co. Sheriffs	31,622	32,504	[32,504]
Solvay	32,895	34,211	35,750
Syracuse	34,439	35,128	36,182
Avg. 4th yr. Salary*	33,428	34,261	34,690
GEDDES 4th yr. Salary	33,879	33,879	33,879
Differential	+1.33%	-1.13%	-2.39%

*excluding GEDDES

Comp. Exh. 6

COMPARABLE COMMUNITIES
HOURLY WAGE - 4TH YEAR SALARY
(based on scheduled hours)

		HOURLY RATE		
UNIT	SCHEDULED HOURS	1994	1995	1996
Camillus (6-3)	1960	16.43	16.92	16.92
Clay (5-2/4-2)	2024	16.73	17.44	18.23
DeWitt (5-2/4-2 (pre 1/93)	2080	17.23	[17.23]	[17.23]
& 1/2 hr. roll call)(post 1/93)		16.34	[16.34]	[16.34]
East Syracuse (5-2/4-2)	2024	15.21	15.55	15.86
GEDDES (4-2)	1944	17.43	17.43	17.43
Manlius (6-3 & 48 hrs.)	2008	16.08	16.72	17.39
North Syracuse (5-2/4-2)	2016	17.19	17.71	18.92
(A/O 1/1/96 4-2)	1944			
Onondaga Co. Sheriff's (5-2)	2080	15.20	15.63	[15.63]
Solvay (4-2)	1944	16.92	17.60	18.39
Syracuse (4-2)	1944	17.17	17.51	18.04
Avg. Hourly Wage*		16.45	16.87	17.30
GEDDES Hourly Wage		17.43	17.43	17.43
Differential		+5.62%	+3.21%	+ .75%

*excluding GEDDES

Comp. Exh. 19

COMPARABLE COMMUNITIES
(TOWNS ONLY)
SALARY AT 4TH YEAR

UNIT	1994	1995	1996
Camillus	32,193	33,159	33,159
Clay	33,861	35,300	36,889
DeWitt (pre-1/93)	35,845	[35,845]	[35,845]
(post-1/93)	33,991	[33,991]	[33,991]
GEDDES	33,879	33,879	33,879
Manlius	33,940	35,300	36,710
Avg. 4th yr. Salary*	33,966	34,719	35,319
GEDDES 4th yr. Salary	33,879	33,879	33,879
Differential	- .26%	-2.48%	-4.25%

*excluding GEDDES

Comp. Exh. 20

COMPARABLE COMMUNITIES
(TOWNS ONLY)
HOURLY WAGE - 4TH YEAR SALARY
(based on scheduled hours)

UNIT	SCHEDULED HOURS	HOURLY RATE 1994	1995	1996
Camillus (6-3)	1960	17.20	17.72	17.72
Clay (5-2/4-2)	2024	16.73	17.44	18.23
DeWitt (5-2/4-2 & (pre 1/93)	2080	18.13	[18.13]	[18.13]
1/2 hr. roll call)(post 1/93		17.23	[17.23]	[17.23]
GEDDES (4-2)	1944	17.43	17.43	17.43
Manlius (6-3 & 48 hrs.)	2008	16.90	17.58	18.28
Avg. Hourly Wage*		17.24	17.62	17.92
GEDDES Hourly Wage		17.43	17.43	17.43
Differential		+1.09%	-1.09%	-2.81%

*excluding GEDDES

Comp. Exh. 7

COMPARABLE COMMUNITIES
TOP SALARY

UNIT	1994	1995	1996
Camillus (5th Yr.)	33,720	34,732	34,732
Clay (4th Yr.)	33,861	35,300	36,889
DeWitt (5th Yr./6th Yr.)**	37,700	[37,700]	[37,700]
East Syracuse (6th Yr.)	35,212	35,916	37,353
GEDDES (4th Yr.)	33,879	33,879	33,879
Manlius (6th Yr.)	35,610	37,035	38,515
North Syracuse (4th Yr.)	34,662	35,701	36,772
Onondaga Sheriff's (7th Yr.)	34,179	35,061	[35,061]
Solvay (4th Yr.)	32,895	34,211	35,750
Syracuse (6th Yr.)	35,769	36,484	37,579
Average Top Salary*	34,845	35,793	36,629
GEDDES Top Salary	33,879	33,879	33,879
Differential	-2.85%	-5.65%	-8.12%

*excluding GEDDES
**depending on date of hire

Comp. Exh. 8

COMPARABLE COMMUNITIES
HOURLY WAGE - TOP SALARY
(based on scheduled hours)

UNIT	SCHEDULED HOURS	HOURLY RATE 1994	1995	1996
Camillus (6-3)	1960	17.20	17.72	17.72
Clay (5-2/4-2)	2024	16.73	17.44	18.23
DeWitt (5-2/4-2 & 1/2 hr. roll call)	2080	18.13	[18.13]	[18.13]
East Syracuse (5-2/4-2)	2024	17.40	17.75	18.46
GEDDES (4-2)	1944	17.43	17.43	17.43
Manlius (6-3 & 48 hrs.)	2008	17.73	18.44	19.18
North Syracuse (5-2/4-2)	2016	17.19	17.71	18.92
(a/o 1/1/96 4-2)	1944			
Onondaga Co. Sheriff's (5-2)	2080	16.43	16.86	[16.86]
Solvay (4-2)	1944	16.92	17.60	18.30
Syracuse (4-2)	1944	18.40	18.77	19.33
Avg. Hourly Wage*		17.35	17.82	18.36
GEDDES Hourly Wage		17.43	17.43	17.43
Differential		+ .46%	-2.24%	-5.34%

*excluding GEDDES

Comp. Exh. 21

COMPARABLE COMMUNITIES
(TOWNS ONLY)
TOP SALARY

UNIT	1994	1995	1996
DeWitt (5th yr. or 6th yr.)**	37,700	[37,700]	[37,700]
Manlius (6th Yr.)	35,610	37,035	38,515
GEDDES (4th Yr.)	33,879	33,879	33,879
Clay (4th Yr.)	33,861	35,300	36,889
Camillus (5th Yr.)	33,720	34,732	34,732
Average Topy Salary*	35,073	36,192	36,959
GEDDES Top Salary	33,879	33,879	33,879
Differential	-3.52%	-6.83%	-9.09%

*excluding GEDDES
**depending on date of hire

Comp Exh. 22

COMPARABLE COMMUNITIES
(TOWNS ONLY)
HOURLY WAGE - TOP SALARY
(based on scheduled hours)

UNIT	SCHEDULED HOURS	HOURLY RATE 1994	1995	1996
Camillus (6-3)	1960	17.20	17.72	17.72
Clay (5-2/4-2)	2024	16.92	17.44	18.23
DeWitt (5-2/4-2 & 1/2 hr. roll call)	2080	18.13	[18.13]	[18.13]
GEDDES (4-2)	1944	17.43	17.43	17.43
Manlius (6-3 & 48 hrs.)	2008	17.73	18.44	19.18
Avg. Hourly Wage*		17.45	17.93	18.32
GEDDES Hourly Wage		17.43	17.43	17.43
Differential		-.11%	-2.87%	-5.11%

*excluding GEDDES

Comp. Exh. 9

COMPARABLE COMMUNITIES
1994 - 20TH YEAR SALARY
(including annual payments)

UNIT	STRAIGHT SALARY	SALARY WITH ADDITIONS
Camillus	33,720	36,370
Clay	33,861	34,861
DeWitt	37,700	38,425
East Syracuse	35,212	35,962
GEDDES	33,879	34,754
Manlius	35,610	33,610
North Syracuse	34,662	38,350
Onondaga Co. Sheriff's	34,179	34,179
Solvay	32,895	33,895
Syracuse	35,769	37,069
Average 20th Year Salary*	34,845	36,191
GEDDES 20th Year Salary	33,879	34,754
Differential	-2.85%	-4.13%

*excluding GEDDES

Comp. Exh. 10

COMPARABLE COMMUNITIES
1995 - 20TH YEAR SALARY
(including annual payments)

UNIT	STRAIGHT SALARY	SALARY WITH ADDITIONS
Camillus	34,732	37.782
Clay	35,300	36,300
DeWitt	[37,700]	[38,425]
East Syracuse	35,916	36,666
GEDDES	33,879	34,754
Manlius	37,035	38,035
North Syracuse	35,701	39,389
Onondaga Co. Sheriff's	35,061	35,061
Solvay	34,211	35,211
Syracuse	36,484	37,784
Average 20th Yr. Salary*	35,793	37,139
GEDDES 20th Yr. Salary	33,879	34,754
Differential	-5.65%	-6.86%

*excluding GEDDES

Comp. Exh. 11

COMPARABLE COMMUNITIES
1996 - 20TH YEAR SALARY
(including annual payments)

UNIT	STRAIGHT SALARY	SALARY WITH ADDITIONS
Camillus	34,732	37,382
Clay	36,889	37,889
DeWitt	[37,700]	[38,425]
East Syracuse	37,353	38,103
GEDDES	33,879	34,754
Manlius	38,515	39,515
North Syracuse	36,772	40,460
Onondaga Co. Sheriff's	[35,750]	[35,061]
Solvay	35,750	36,750
Syracuse	37,579	38,879
Average 20th Year Salary*	36,629	37,940
GEDDES 20th Year Salary	33,879	34,754
Differential	-8.12%	-9.17%

*excluding GEDDES

Comp. Exh. 23

COMPARABLE COMMUNITIES
(TOWNS ONLY)
1994- 20TH YEAR SALARY
(including annual payments)

UNIT	STRAIGHT SALARY	SALARY WITH ADDITIONS
Camillus	33,720	36,370
Clay	33,861	34,861
DeWitt	37,700	38,425
GEDDES	33,879	34,754
Manlius	35,610	36,610
Average 20th Year Salary*	35,223	36,557
GEDDES 20th Year Salary	33,879	34,754
Differential	-3.97%	-5.19%

*excluding GEDDES

Comp. Exh. 24

COMPARABLE COMMUNITIES
(TOWNS ONLY)
1995 - 20TH YEAR SALARY
(including annual payments)

UNIT	STRAIGHT SALARY	SALARY WITH ADDITIONS
Camillus	34,732	37,382
Clay	35,300	36,300
DeWitt	[37,700]	[38,425]
GEDDES	33,879	34,754
Manlius	37,035	38,035
Average 20th Year Salary*	36,192	37,536
GEDDES 20th Year Salary	33,879	34,754
Differential	-6.83%	-8.00%

*excluding GEDDES

Comp. Exh. 25

COMPARABLE COMMUNITIES
(TOWNS ONLY)
1996 - 20TH YEAR SALARY
(including annual payments)

UNIT	STRAIGHT SALARY	SALARY WITH ADDITIONS
Camillus	34,732	37,382
Caly	36,889	37,889
DeWitt	[37,700]	[38,425]
GEDDES	33,879	34,754
Manlius	38,215	39,515
Average 20th Year Salary*	36,859	38,303
GEDDES 20th Year Salary	33,879	34,754
Differential	-9.09%	-10.21%

*excluding GEDDES

Comp. Exh. 12

COMPARABLE COMMUNITIES
CAREER SALARY (20 YEARS)

UNIT	1994	1995	1996
Camillus	655,302	674,968	674,968
Clay*	657,245	685,176	716,017
DeWitt (pre-'93 hires)*	731,808	[731,808]	[731,808]
(post-'93 hires)*	723,920	[723,920]	[723,920]
East Syracuse	668,936	682,312	707,038
GEDDES	661,914	661,914	661,914
Manlius*	694,373	722,158	751,020
Onondaga Co. Sheriff's	639,637	689,014	709,681
No. Syracuse*	669,154	689,014	709,681
Syracuse	698,922	712,894	734,299
Avg. Career Salary**	678,199	694,999	710,655
GEDDES Career Salary	661,914	661,914	661,914
Differential	-2.46%	-5.00%	-7.36%

*presumes 6 month training/entry level and 6 months at 1st year level
**excluding GEDDES

Comp. Exh. 26

COMPARABLE COMMUNITIES
(TOWNS ONLY)
CAREER SALARY (20 YEARS)

UNIT	1994	1995	1996
Camillus	655,302	674,968	674,968
Clay*	657,245	685,176	716,017
DeWitt (pre-'93 hires)*	731,808	[731,808]	[731,808]
(post-'93 hires)*	723,920	[732,920]	[723,920]
GEDDES	661,914	661,914	661,914
Manlius*	694,373	722,158	751,020
Avg. Career Salary*	692,530	707,606	719,547
GEDDES Career Salary	661,914	661,914	661,914
Differential	-4.63%	-6.90%	-8.71%

*presumes 6 month training/entry level and 6 months at 1st year level
**excluding GEDDES

Comp. Exh. 13

COMPARABLE COMMUNITIES
SERGEANT'S TOP SALARY

UNIT	1994	1995	1996
Camillus	37,279	38,397	38,397
Clay	37,000	38,573	40,309
DeWitt	40,694	[40,694]	[40,694]
GEDDES	37,069	37,069	37,069
Manlius	38,500	40,040	41,640
North Syracuse	38,162	39,201	40,272
Solvay	35,993	37,433	39,117
Syracuse	39,273	40,158	41,363
Avg. Sgt. Top Salary*	37,843	39,214	40,256
GEDDES Sgt. Top Salary	37,069	37,069	37,069
Differential	-2.09%	-5.79%	-8.60%

*excluding GEDDES

Comp. Exh. 14

COMPARABLE COMMUNITIES
HOURLY WAGE - SERGEANTS
(based on scheduled hours)

UNIT	SCHEDULED HOURS	HOURLY RATE 1994	1995	1996
Camillus	1960	19.02	19.59	19.59
Clay (5-2/4-2)	2024	18.28	19.06	19.92
DeWitt (5-2/4-2 & 1/2 hr. roll call	2080	19.56	[19.56]	[19.56]
GEDDES (4-2)	1944	19.07	19.07	19.07
Manlius (6-3 & 48 hrs.)	2008	19.17	19.94	20.74
North Syracuse (5-2/4-2)	2016	18.93	19.44	20.72
(A/O 1/1/96 4-2)	1944			
Solvay (4-2)	1944	18.51	19.26	20.12
Syracuse (4-2)	1944	20.22	20.66	21.28
Avg. Hourly Wage*		19.10	19.64	20.28
GEDDES Hourly Wage		19.07	19.07	19.07
Differential		-.16%	-2.99%	-6.35%

*excluding GEDDES

Comp. Exh. 27

COMPARABLE COMMUNITIES
(TOWNS ONLY)
SERGEANT'S TOP SALARY

UNIT	1994	1995	1996
DeWitt	40,694	[40,694]	[40,694]
Manlius	38,500	40.040	41,640
Camillus	37,279	38,397	38,397
GEDDES	37,069	37,069	37,069
Clay	37,000	38,573	40,309
Avg. Sgt. Top Salary*	38,368	39,426	40,260
GEDDES Sgt. Top Salary	37,069	37,069	37,069
Differential	-3.50%	-6.36%	-8.61%

*excluding GEDDES

Comp. Exh. 28

COMPARABLE COMMUNITIES
(TOWNS ONLY)
HOURLY WAGE - SERGEANTS
(based on scheduled hours)

UNIT	SCHEDULED HOURS	HOURLY RATE 1994	1995	1996
Camillus (6-3)	1960	19.02	19.59	19.59
Clay (5-2/4-2)	2024	18.28	19.06	19.92
DeWitt (5-2/4-2 & 1/2 hr. roll call)	2080	19.56	[19.56]	[19.56]
GEDDES (4-2)	1944	19.07	19.07	19.07
Manlius (6-3 & 48 hrs.)	2008	19.17	19.94	20.74
Avg. Hourly Wage*		19.01	19.54	19.95
GEDDES Hourly Wage		19.07	19.07	19.07
Differential		-.31%	-2.46%	-4.61%

*excluding GEDDES

Comp. Exh. 36

COMPARABLE COMMUNITIES
1994/1995 PART I OFFENSES REPORTED

UNIT	1994	1995	PERCENTAGE INCREASE/DECREASE
Solvay	227	259	+14.10%
North Syracuse	175	195	+11.43%
East Syracuse	160	174	+8.75%
Syracuse	10644	11340	+6.54%
GEDDES	282	290	+2.84%
Onondaga Co. Sheriff's	2973	2968	-.17%
Camillus	342	333	-2.63%
Clay	601	632	-3.66%
Manlius	579	533	-7.94%
DeWitt	1101	979	-11.08%

*Source: NYS Div. of Criminal Justice Services

Comp. Exh. 37

COMPARABLE COMMUNITIES
1994/1995 PART I OFFENSES REPORTED
(TOWNS ONLY)

UNIT	1994	1995	PERCENTAGE INCREASE/DECREASE
GEDDES	282	290	+2.84%
Camillus	342	333	-2.63%
Clay	601	632	-3.66%
Manlius	579	533	-7.94%
DeWitt	1101	979	-11.08%

*Source: NYS Div. of Criminal Justice Services

Comp. Exh. 38

COMPARABLE COMMUNITIES
1994/1995 PART II OFFENSES REPORTED

UNIT	1994	1995	PERCENTAGE INCREASE/DECREASE
Syracuse	12377	17044	+37.70%
North Syracuse	304	389	+27.96%
Solvay	801	984	+22.84%
Camillus	428	486	+13.55%
Onondaga Co. Sheriff's	3905	4087	+4.66%
GEDDES	558	584	+4.65%
East Syracuse	407	407	- 0 -
Clay	865	766	-11.44%
DeWitt	1897	1668	-12.07%
Manlius	1185	996	-15.94%

*Source: NYS Div. of Criminal Justice Services

Comp. Exh. 39

COMPARABLE COMMUNITIES
1994/1995 PART II OFFENSES REPORTED
(TOWNS ONLY)

UNIT	1994	1995	PERCENTAGE INCREASE/DECREASE
Camillus	428	486	+13.55%
GEDDES	558	584	+4.65%
Clay	865	766	-11.44%
DeWitt	1897	1668	-12.07%
Manlius	1185	996	-15.94%

*Source: NYS Div. of Criminal Justice Services

COMPARABLE COMMUNITIES
HEALTH INSURANCE

UNIT	COVERAGE	EMPLOYEE CONTRIBUTION
Camillus	Major Medical/Hospitalization	5%
Clay	Blue Cross/Blue Shield Major Medical	20%
	Dental	25%
	Presecriptions	$5 co-pay
DeWitt	POMOC	$24/$80* per mo.
	Travelers	$26/$95* per mo. *represents maximum amount chargeable to employees
	Dental (individual only)	$4 per mo.
	Some Retiree Coverage offered (same as other Town retirees)	
East Syracuse	Blue Cross/Blue Shield (Medical)	0%
	Blue Cross/Blue Shield Prime Blue (Dental)	0%
GEDDES	Medical/Dental	0%
	Full Retiree Coverage offered	
Manlius	County Plus	$50 deductible 50% any increase in premium
	Prescriptions	20%
	Dental	0%
	Some retiree coverage offered (same benefits as PBA)	
North Syracuse	Blue Cross/Blue Shield Community Plan	$200/$700
	Prescriptions	$5 co-pay
	Dental	20%
	Some retiree coverage offered (retiree pays premium)	
Onondaga County	County Health (Medical)	$10/$20 per mo. $150/$400 deductible
	Prescriptions	$3 co-pay
	Dental	$5 per mo. (individual) 50% for family
Solvay	Medical	0% (individual coverage only)
	Prescriptions	20%
	Dental	0% (individual coverage only)
Syracuse	Medical	a/o 1/1/95 $125/$375 (deductible) $6/$15 per mo.
	Dental	$7/$15 per mo.
	Retiree Coverage (secondary carrier)	

Comp. Exh. 42

COMPARABLE COMMUNITIES
HEALTH INSURANCE
(TOWNS ONLY)

UNIT	COVERAGE	EMPLOYEE CONTRIBUTION
Camillus	Major Medical/Hospitalization	5%
Clay	Blue Cross/Blue Shield Major Medical	20%
	Dental	25%
	Presecriptions	$5 co-pay
DeWitt	POMOC	$24/$80* per mo.
	Travelers	$26/$95* per mo. *represents maximum amount chargeable to employees
	Dental (individual only)	$4 per mo.
	Some Retiree Coverage offered (same as other Town retirees)	
GEDDES	Medical/Dental	0%
	Full Retiree Coverage offered	
Manlius	County Plus	$50 deductible 50% any increase in premium
	Prescriptions	20%
	Dental	0%
	Some retiree coverage offered (same benefits as PBA)	

Comp. Exh. 33

COMPARABLE COMMUNITIES
LONGEVITY BENEFITS

UNIT	INCREMENT LEVEL	PAYMENT	CUMULATIVE BENEFIT
Camillus	7 yrs.	$ 750	$20,250
(inc. in base pay)	12 yrs.	$1500	
	17 yrs.	$2250	
Clay	5 yrs.	$ 250	$8,500
	10 yrs.	$ 500	
	15 yrs.	$ 750	
	20 yrs.	$1000	
	25 yrs.	$1250	
DeWitt	6 yrs.	$ 125	$5,475
(added to base pay)	10 yrs.	$ 325	
	15 yrs.	$ 525	
	20 yrs.	$ 725	
	25 yrs.	$ 925	
East Syracuse	10 yrs.	$ 250	$4,500
	15 yrs.	$ 500	
	20 yrs.	$ 750	
GEDDES	5 yrs.	$ 275	$8,000
	10 yrs.	$ 475	
	15 yrs.	$ 675	
	20 yrs.	$ 875	
	25 yrs.	$1075	
Manlius	5 yrs.	$ 500	$11,500
	8 yrs.	$ 600	
	11 yrs.	$ 700	
	14 yrs.	$ 800	
	17 yrs.	$ 900	
	20 yrs.	$1000	
Solvay	5 yrs.	$ 250	$8,500
	10 yrs.	$ 500	
	15 yrs.	$ 750	
	20 yrs.	$1000	
Syracuse	10 yrs.	$ 200	$3,600
	15 yrs.	$ 400	
	20 yrs.	$ 600	

Comp. Exh. 34

COMPARABLE COMMUNITIES
LONGEVITY BENEFITS
(TOWNS ONLY)

UNIT	INCREMENT LEVEL	PAYMENT	CUMULATIVE BENEFIT
Camillus	7 yrs.	$ 750	$20,250
(inc. in base pay)	12 yrs.	$1500	
	17 yrs.	$2250	
Clay	5 yrs.	$ 250	$8,500
	10 yrs.	$ 500	
	15 yrs.	$ 750	
	20 yrs.	$1000	
	25 yrs.	$1250	
DeWitt	6 yrs.	$ 125	$5,475
(added to base pay)	10 yrs.	$ 325	
	15 yrs.	$ 525	
	20 yrs.	$ 725	
	25 yrs.	$ 925	
GEDDES	5 yrs.	$ 275	$8,000
	10 yrs.	$ 475	
	15 yrs.	$ 675	
	20 yrs.	$ 875	
	25 yrs.	$1075	
Manlius	5 yrs.	$ 500	$11,500
	8 yrs.	$ 600	
	11 yrs.	$ 700	
	14 yrs.	$ 800	
	17 yrs.	$ 900	
	20 yrs.	$1000	

OPINION BY PUBLIC EMPLOYER PANEL MEMBER

The undersigned member of the Panel **concurs** with the Panel majority with respect to items identified and styled as paragraphs 3,4, and 5 of the Award.

The undersigned member of the Panel **dissents** from the Panel majority's award with respect to items identified and styled as paragraphs 1 and 2.

The reason for such **dissent** is simply put. The Town of Geddes seeks a health insurance contribution from the PBA unit members of 10% and 20% over the duration of the two year award.[1] The PBA unit members currently do not pay anything towards the cost of their health insurance. Although the undersigned agrees with the Panel that an award of 20% for an employee contribution over this two year period may be somewhat extreme, an award of less than 20% would not, in the undersigned opinion, be unwarranted.

The evidence submitted by the Town is clear and convincing to support an award requiring the Geddes PBA unit members to contribute something towards the cost of the health insurance.[2] The Town is not asking the PBA to create a precedent. The Town is asking the PBA unit to accept only what is fair and acceptable as have other similarly situated police unions and the public at large. This latter point is, perhaps, an equally compelling reason why the PBA unit members should pay something towards the cost of their health insurance. The people who support the PBA's salaries and fringe benefits through their tax dollars are themselves required, in many cases, to pay for their health insurance at their place of employment. The federal government requires individuals who are age 65 or older to pay approximately $40 per month towards the cost of Medicaid Part B. One must reasonably inquire, Why not the Geddes PBA?

The majority of the Panel believes that since the Village of Solvay, "as the result of an arbitration award, has no employee contribution as does East Syracuse[3] then the Geddes police do not need to bear any of the costs for health insurance coverage. Herein lies the difficulty with this logic. As previously mentioned, other police units are already contributing towards the cost of their health insurance benefits. Secondly, and assuming that the Village of Solvay in its next negotiations seeks a contribution from the Solvay police unit, and if Solvay's police unit is unwilling to agree, will Solvay's next Public Arbitration panel be faxed with the proposition that since the Geddes

---

[1] see page 13 of Panel Award.

[2] see pages 13 and 14 of the Panel Award.

[3] See pages 27 and 28 of the Panel Award.

Arbitration Panel did not award a health insurance contribution how can the Solvay Arbitration Panel do otherwise. And so on and so on until the hare beats the tortoise.

The Panel is required by law to take into consideration "the interests and welfare of the public and the financial ability of the public employer to pay." The Town admits that it is not financially strapped.[4] However, it is the undersigned opinion that the Panel has not given sufficient consideration to the "interests and welfare of the public." As noted above, the public is required to pay for a portion of their health insurance costs. Other PBA units also pay for a portion of their health insurance costs. Geddes should not be the exception. The undersigned would so find to the extent of a 10% employee contribution over the two years of the Panel's award. If the Panel would have agreed on adding this item to the award, the undersigned would agree with the Panel's findings for a 4% and 4.5% increase over the stated two year period. Absent such a finding, the undersigned would award a salary increase of 4% and 4% over the stated two year period.[5]

Dated this 29th day of November, 1996

GARRY A. LUKE
Public Employer Panel Member

---

[4] see page 9 of the Panel Award.

[5] see page 27 of the Panel Award, line 8.