

BACKGROUND

Pursuant to the provisions contained in Section 209.4 of the Civil Service Law, the undersigned Panel was designated by the Chairperson of the New York State Public Employment Relations Board, to make a just and reasonable determination of a dispute between the Town of Greenburgh ("Town") and the Police Association of the Town of Greenburgh ("Police Association").

The Town of Greenburgh, consists of 18.5 square miles, and is the largest town located within Westchester County. The Town, listed in the 1990 census as having a population of over 40,000, is the most populous of the eleven (11) towns within the County, and ranks fourth in overall County population, trailing only the cities of Yonkers, Mount Vernon and New Rochelle. Located within the Town are the incorporated villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and Tarrytown.

The Police Association is the certified bargaining agent for all Police Officers employed by the Town, exclusive of the Chief of Police. There are currently 104 sworn Department members in the bargaining unit, consisting of police officers, detectives, sergeants, lieutenants and a captain.

The last collective bargaining agreement between the parties covered the period which commenced January 1, 1989 and ended December 31, 1990 (Union Exhibit A). Thereafter, for the period

which commenced January 1, 1991 and ended December 31, 1992, the parties were subject to an Interest Arbitration Award, Arbitrator Joel Douglas, Chairman, which was issued on September 1, 1992 (Union Exhibit B). Thereafter, the parties were subject to an Interest Arbitration Award, Arbitrator Jeffrey M. Selchick, Chairman, for the period which commenced January 1, 1993 and ended December 31, 1995 (Union Exhibit C).

Prior to the expiration of the 1993-95 Interest Arbitration Award, the parties began negotiations for a successor contract in 1995, but such negotiations were unsuccessful, and thereafter, the parties reached impasse. Subsequent mediation by a PERB Mediator on May 29, 1996 was unsuccessful, and on June 3, 1996, the Association filed a Petition for Interest Arbitration, dated May 31, 1996, pursuant to Section 209.4 of the Civil Service Law (see Petition, Joint Exhibit 1).

The Town filed a Response to said Petition on June 19, 1996 (see Response, Joint Exhibit 2), which Response included the Town's proposals to be submitted to interest arbitration.

On August 6, 1996, the undersigned Public Arbitration Panel was designated by the Public Employment Relations Board, pursuant to Section 209.4 of the NYS Civil Service Law.

Hearings were conducted before the undersigned Panel at Town Hall in Greenburgh on January 29, 1997 and April 21, 1997. At all hearings, both parties were represented by Counsel and by other representatives. Both parties submitted numerous and extensive exhibits and documentation, and both parties presented argument on their respective positions. After the hearing process was completed, both parties submitted additional exhibits and post-hearing briefs to the Panel.

Thereafter, the undersigned Panel met and engaged in discussions in several Executive Sessions, and reviewed all data, evidence, argument and issues. After significant discussion and deliberations at the Executive Sessions, this Panel reached overall agreement on this Interest Arbitration Award, although the Employer Panel Member has prepared a Concurring Opinion, which is attached to this Opinion and Award.

The positions originally taken by both parties are quite adequately specified in the Petition and the Response, numerous hearing exhibits, and post-hearing briefs, which are all incorporated by reference into this Award. Such positions will merely be summarized for the purposes of this Opinion and Award.

Set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the parties' contract for the period January 1, 1996 through December 31, 1997.

In arriving at such determination, the Panel has considered the following factors, as specified in Section 209.4 of the Civil Service Law:

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

b) the 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.

SALARYAssociation Position on Salary

The paramount issue as articulated by the Police Association is the award of an appropriate wage increase so that Greenburgh police maintain their relative position in comparison with police officers in other jurisdictions. The Police Association is seeking a 4.5% salary increase for each of the two years to be covered by this Award. The Police Association argues that such proposed significant increases are required and justified based on comparable salaries received by police officers in similar cities, towns and villages. Most importantly, the Police Association maintains that the Town has the ability to pay such increases, which are justified based on what other officers in comparable Westchester jurisdictions have received, and are further justified based on the increasing workload of the Greenburgh Police Department.

The Police Association indicates that Greenburgh has the greatest number of reported crimes of the eleven towns in Westchester County. As demonstrated by the statistics compiled by the NYS Division of Criminal Justice Services, Greenburgh has a higher number of serious crimes (rape, robbery, burglary, etc.) per resident, and a higher average number of such crimes per officer (see Union Exhibit VV). Among the villages within the

town, only Elmsford has a crime rate which exceeds that of Greenburgh.

In addition to the demanding workload placed on Greenburgh police officers, the Police Association indicates that Greenburgh police also work more days per year when compared with police in other Westchester County municipalities. Greenburgh police work 248.9 days per year, which is a higher work year than almost all of police in other municipalities, including the Westchester County police who work 243.3 days per year (see Union Exhibits W to SS).

In reviewing salaries for Greenburgh police officers, the Police Association maintains that the appropriate comparisons must be made with police in other towns and villages within Westchester County, as well as with the Westchester County Police Department, and not just with selected towns and villages as argued by the Town herein. The Police Association further indicates that a review of police arbitration awards shows that the average arbitrated increases for towns in Westchester County in 1996 was 4.12% and for 1997 was 3.95% (see Union Exhibits W to SS). In addition to said percentage increases to salary, many of the agreements reviewed also contained significant improvements in other financial provisions of the contracts. When compared with the six incorporated villages, and the Village of North

Tarrytown, the average increase in salary for the fiscal year beginning 1996 is 4.43%.¹

The Police Association argues that Greenburgh police are the highest paid police in Westchester County in terms of base salary and should remain so. In order to maintain such position for 1996 and 1997, the increase for Greenburgh police must exceed 4.25% in each year of the two years covered by this Award.

Town Position on Salary

The Town has offered the police a 3% wage increase for each year of a 2 year contract. According to the Town, a 3% salary increase in 1996 and 1997 would continue to place Greenburgh police at the top of all comparable jurisdictions, and would maintain comparability with other Town employees as well. The Town indicates that a review of salary increases provided to police in comparable Westchester jurisdictions indicates that the highest increase for the years 1996 through 1998 is 5%, with the average increase over the two year period falling between 3% and 4% (see Town Exhibit 9). The Town recently negotiated with other Town employees represented by CSEA and reached agreement on salary increases of 4% effective 1/1/96, 3% effective 2/1/97 and 3.2% effective 1/1/98 (Town Exhibit 5). In return for such

¹ The fiscal year of villages is June 1 to May 31. Based on the village fiscal year, the average increase for 1996 salaries is 4.22%.

salary increases, the Town received substantial concessions from CSEA on several issues, most notably health insurance.

Additionally, the Town proposes that a training rate be established for entry level police officers. This training rate, to be set at \$30,000 shall be applicable to those police officers hired by the Town on or after the date of this Award, and will continue until the completion of the police officer's field training. The Town maintains that this training rate will not diminish the ability of the Town to recruit and hire qualified police officers, and will more accurately reflect the benefit of their services to the Town while being in training status.

Discussion on Salary

In determining the appropriate salary increases for Greenburgh police, the Panel has carefully reviewed salaries and other terms and conditions of employment for police officers working in other Towns and Villages within Westchester County, which are the appropriate comparable jurisdictions under the statutory criteria (Union Exhibits W through Z, and AA through SS; Town Exhibits 3 through 8). The Panel has also considered the workload of Greenburgh Police and the fact that during calendar year 1996 the Greenburgh Police responded to more than 27,000 calls for service, up from 26,441 in 1995 and 26,768 in 1994. Clearly the workload for Greenburgh police continues to

increase, as evidenced by the Police Chief's end of year memorandum issued on 12/24/96 (Union Exhibit M).

The Panel has considered all of the data and arguments presented by both parties, and has applied such data to the criteria mandated by statute as specified in Section 209.4 of the Civil Service Law.

It is clear that the proper comparables for Greenburgh police officers are those other Towns and Villages within Westchester County generally cited by the parties herein. When 5th year salaries of Greenburgh police are compared to such jurisdictions in 1995, Greenburgh police do in fact receive the highest salary. However, when the salary increases received by those other jurisdictions for 1996 and 1997 are included in the comparison, it becomes evident that Greenburgh then loses its salary differential over the other departments at a rate slightly in excess of 4% per year (see Union Exhibits 17 and 18).

Further, a review of the salary increases provided to other police in Towns and Villages within Westchester County indicates that they range from a low of 2% (Yorktown) to a high of 5.8% (Bedford) in 1996, and a low of 2.75% (North Castle) to a high of 5.75% (Harrison) in 1997 (see Town Exhibit 9 and Union Exhibits W through Z, and AA through SS). By all accounts, Greenburgh police are entitled to the average increases for 1996 and 1997 if they are to maintain their relative standing in terms of

comparison with other Westchester County police. Such modest increases will allow Greenburgh police to maintain their top salary status for 1996 and 1997, although the difference in salary with runners up Mamaroneck and Eastchester will be slightly less than currently exists.

The Panel does agree with the Town that a newly established training rate will provide financial savings to the Town, without negatively impacting upon the ability of the Town to recruit and hire qualified police officers. Further, the training rate acknowledges that until such training has been completed, the newly hired police officer is not providing the same level of service as one who has completed the full training program. Therefore, effective on the date of this Award, all new hires and transferees shall be paid at the rate of \$30,000 from the date of hire until completion of the police officer's field training program. Such training rate shall not be increased during the term of this Interest Arbitration Award and shall not be subject to the salary increases provided herein for 1996 and 1997.

Accordingly, the Panel has determined that the appropriate salary increase for 1996 shall be 2% effective 1/1/96 and 2% effective 7/1/96. Based on the Panel's review of all available financial data, this is an expenditure which the Town has previously budgeted for and prudently set aside monies to fund.

The Panel further adopts the concept of providing salary increases at various times during the 1996 calendar year, in that such a split salary increase provides overall salaries with yearly growth in salaries while minimizing the payout effect in any particular budget year. Salary increases of a split 4% in 1996 is appropriate and does justice to the comparability required by the Taylor Law criteria, including the Panel's consideration of the Town's ability to pay such increases out of budgeted funds.

As to 1997, the Panel finds that a 3.75% increase effective 1/1/97 is fair and appropriate, and is within the Town's ability to pay.

Accordingly, and after consideration of the extensive exhibits, documentation, and testimony presented herein; and, after due consideration of the criteria specified in Section 209.4 of the Civil Service Law, the Panel makes the following

AWARD ON SALARY

1. Effective 1/1/96, and fully retroactive to that date, the salary guide shall be increased by 2%.

2. Effective 7/1/96, and fully retroactive to that date, the salary guide shall be increased by 2%.

3. Effective 1/1/97, and fully retroactive to that date, the salary guide shall be increased by 3.75%.

4. The 1996 and 1997 salary increases are specifically intended to be retroactive, with such retroactive payment to be made to eligible members of the unit in a lump sum payment check, to be issued within sixty (60) days of the date of this Award.

5. Effective on the date of this Award, all new hires and transferees shall be paid at the rate of \$30,000 from date of hire until completion of the police officer's field training program. Such training rate shall not be increased during the term of this Interest Arbitration Award and shall not be subject to the salary increases provided herein for 1996 and 1997.

ABILITY TO PAYAssociation Position

The Police Association maintains that the Town clearly has the financial ability to pay for such increases, based on a thorough review of the 1996 budget and the fund balances (Town Exhibit 1). In fact, entering the fiscal year 1997, the balance in the contingency account was \$1, 195,149 (see 1997 Town Budget, p.45, Town Exhibit 2; and Fennell Report, Union Exhibit D). The Police Association argues that based on the contingency fund balance alone, the Town has the ability to pay for the wage increases sought herein. The Town also has a surplus fund balance, based on its long standing practice of underbudgeting-- which is the result of overestimating expenses and underestimating revenues.

As reviewed by Edward Fennell, the Financial Consultant hired by the Police Association, the Town had surplus revenues of \$1,671,695 more than had been budgeted for in 1995. This was coupled with the overestimation of expenses in 1995 of \$796,613, which when added to the additional revenues resulted in a surplus of \$2,468,308 upon the closure of the 1995 fiscal year (see Fennell Report, Union Exhibit D, p.8). This resulted in the increase of the surplus fund balance to almost \$1 million (see 1996 Town Budget and 1997 Town Budget, Town Exhibits 1 and 2).

That placed the fund balance at \$7,924,315 on 12/31/95. This process was repeated in 1996, resulting in a surplus fund balance of \$2,386,618 for 1996, due to underbudgeting. The actual surplus fund balance on 12/31/96 was \$7,318,240 or over \$2 million more than had been estimated by the Town.

Additionally, the Town has received unanticipated revenues from the State as a result of fines from longstanding traffic tickets. Finally, the Police Association indicates that the Town has such a strong fiscal condition that it was recently given an unprecedented bond rating of Aa by Moody's Investment Service. Based on such factors, the Police Association argues that the Town clearly has the ability to pay the salary and other increases sought herein for Greenburgh police.

Town Position

The Town maintains that it does not have unlimited financial resources, and must continue to be concerned with maintaining a tax rate that makes that Town an attractive place to reside and to do business. The Town has focused on economic realities and has managed to not overextend its financial obligations. By maintaining a responsible approach to fiscal management the Town has managed to keep tax increases to a minimum and has further maintained a good credit rating. In doing so the Town has continued to provide a wide range of services to taxpayers.

The Town refers to the testimony of Town Comptroller Knight, who indicated that the contingency fund is also used to pay for unexpected expenses and primarily, tax certiorari judgements. Numerous budget transfers occurred at the end of 1996 for the purpose of paying certiorari settlements, workers' compensation accruals and the wage increases resulting from the settlement of the recently negotiated CSEA agreement with other Town employees. After such transfers were completed, the contingency fund balance was only \$90,289. Additionally, the Town is currently negotiating with another bargaining unit of Town employees represented by the Teamsters, and will have to fund any increases reached as a result of that negotiation. Simply stated, the monies to fund salary increases for Greenburgh police is not to be found in the contingency fund.

The Town Comptroller further indicated that the Town's unappropriated fund balance must be used to pay tax certiorari settlements, which have been a source of financial concern to the Town in recent years. Although the Town budgeted \$2.5 million for certiorari judgments and claims in 1996, the budget had to be later revised to account for the actual payment in certiorari claims of over \$2,664,000 (Town Exhibit 12). Tax certiorari settlements remain a continuing source of financial problem for the Town. For 1997 the Town has budgeted \$2.7 million for certiorari, of which \$1.5 million was spent in the first three

months of 1997. The Town cautions that Panel not to rely on the fund balance of \$2.6 million to pay for salary increases as the entire fund could be wiped out by a negative certiorari judgment against the Town.

Nor should the Panel rely on the unappropriated fund balance, which cannot be used for salary increases. Transfers from the unappropriated fund balance are limited and to use such funds for salary increases would require a budget amendment. To the extent the fund balance remains positive, it can be used to reduce tax increases in future years. In fact the fund balance has been used to stabilize tax increases for the past several years. This is necessary as the Town has the highest tax rate per \$1000 of assessed value among the eighteen towns in Westchester County. The Town continues to suffer erosion of its tax base. Assessed value of Town property has steadily declined in recent years, with a Town wide decrease from \$665,168,000 in 1989 to \$620,667,000 in 1995 (Town Exhibit 21).

The Town also must consider the fact that it is required under Section 283.361 of the Westchester County Tax Law to collect taxes for the County of Westchester and for all school and fire districts within the Town. The Town of Greenburgh has ten school districts and even if the Town is unable to collect the school taxes, it is required to pay the tax warrant to the school districts. This often necessitates borrowing on the part

of the Town to cover the uncollected County and school taxes. Although the Town must collect such taxes, it keeps only 12.2% of what it collects (see 1997 Budget, p. X, Town Exhibit 2).

In summary, the Town maintains that it has a limited ability to pay, based on the fact that it must control tax increases to remain competitive with other municipalities in Westchester County in attracting residents and business. Nor does the Town believe that the excessive wage increases sought by the Police Association are warranted under when compared with the salaries of other police in comparable communities. The Town further maintains that a total increase of 3% per year, inclusive of wages and benefits, is fair and is supported by the Town's limited ability to pay.

Discussion on Ability to Pay

In reaching the salary and other economic determinations herein, the Panel has considered the current state of the Town economic situation, the economic situation of the surrounding Westchester County area, the overall rate of inflation, raises and salaries received by police in comparable jurisdictions within Westchester County, the population of the Town, the status of business within the Town, as well as revenues from State aid, sales tax and mortgage taxes.

The Panel has also reviewed the Town's budget for 1996 (Town Exhibit 1) and 1997 (Town Exhibit 2), as well as other financial data submitted by the Town (Town Exhibits 11, 12, 14-21). The Panel has also reviewed the official statement which accompanied the issuance by the Town of \$3.85 million dollars of Public Improvement Bonds in August 1996 (Joint Exhibit 4), as well as the financial report prepared by the Association financial consultant (Union Exhibit D).

The official statement for the Public Improvement Bond issuance in August 1996 is particularly relevant. That document indicates that "The County [Westchester] is one of the most affluent sections in the Nation and generally, the available economic data shows that the Town [Greenburgh] is stronger than the County taken as a whole. According to the 1989 census data, the average per-capita money income for Town residents (\$28,529) was 12% and 73% higher than for the County and the State respectively. Families in the Town with annual incomes of \$100,000 or more in 1990 comprised 29.8% of all families compared to 22.7% for the County and 8.4% for the entire State." (Joint Exhibit 4 at p.7).

The Panel further notes that the Town's credit rating was recently upgraded to AA from A-1, meaning that the Town currently enjoys excellent financial health and growth² (see Union Exhibits K and L). Further, the Panel is aware that the Town has budgeted approximately 4% for each of the two years covered by this Award. With the additional benefit of having had such funds for the past two years, the Town has reaped some interest benefit by the delay in resolving the instant dispute. Such earned interest can also help offset the financial impact of this Award.

In terms of ability to pay, the Panel has carefully reviewed all of the financial documents presented herein, as well as the testimony of Town Comptroller Knight, and PBA Financial Consultant Fennell, and concludes that there are ample funds within the Town budget to pay the salary increases and other economic items determined as appropriate by this Award. First, there was a balance in the contingency fund of over \$910,000 at the end of 1996. While this balance was transferred following adoption of the 1997 budget, most of such fund was utilized to pay for salary increases for members of the CSEA bargaining unit and for increases to Town management personnel.

² The Panel notes that Moody's has recently revised its municipal rating structure but the Town continues to enjoy an equivalent rating of Aa3. This is a strong rating and allows the Town to receive reduced interest rates on its bonds and notes. This in turn reduces the cost of borrowing to the Town and taxpayers.

The Panel also notes that there is almost \$1.2 million in the contingency fund for 1997 (see Town Exhibit 2; Union Exhibit F), some of which can also be used to fund the salary increases provided herein.

Additionally, the Panel finds that through a longstanding practice of underbudgeting, the Town has a significant surplus fund balance, as testified to by financial consultant Fennell. At the end of 1996, through underestimating revenues and overestimating expenses, the Town was left with a surplus of over \$2 million from the 1996 budget, which produced a total fund balance at the end of 1996 of over \$7.3 million. Clearly, the salary increases and other economic items awarded herein can be paid out of such fund balance.

Finally, the Town has a long history of proper budgeting practices and clearly has anticipated that the salary package for police would come in at the 4% range for each year of a 2 year contract. There is unquestionably sufficient monies to pay for this Award, as evidenced by the strong fund balance of \$7.3 million and the large contingency fund balance.

After review, it is the finding of this Panel that the Town has the ability to pay, as that term is used in the Taylor Law, the salary increases and other economic items awarded herein.

LONGEVITY PAYMENTSAssociation Position

Currently, pursuant to Article II of the Agreement, as modified by the 1991-92 *Douglas Award* and the 1993-95 *Selchick Award*, Greenburgh police receive the following longevity payments for years of continuous service:

After 7 years	\$400
After 10 years	\$550
After 15 years	\$725
After 19 years	\$1175

The Association argues that Greenburgh police do not receive any longevity payment until after 7 years of service, while police in almost all other Westchester County towns (with the exception of Mamaroneck, Mount Pleasant and Yorktown) receive some longevity payment before the completion of 7 years of service. Further, after 10 years of service Greenburgh police receive only \$550 per year, which places them ninth among the 12 Town police departments within the County. When calculated cumulatively, in the course of 20 years, Greenburgh police receive \$8,025 in longevity payments, which is 50% less than that received by police officers in many other Westchester County municipalities (see collective bargaining agreements for New Castle, Eastchester, Harrison, Yorktown, Bedford, North Castle, Cortlandt and Ossining). As examples, over the course of 20 years, a New Castle police officer will receive \$23,100 in

longevity payments; an Eastchester police officer will receive \$22,500 in longevity payments; and a Harrison police officer will receive \$16,625 in longevity payments, compared to the \$8,025 received by a Greenburgh police officer during the same 20 year period (see Union Exhibits W, Z and BB respectively).

The Association seeks increases in longevity payments for Greenburgh police as follows:

After 7 years	\$500
After 10 years	\$700
After 15 years	\$1000
After 19 years	\$1675

This represents a proposed increase in the amount of \$100 after 7 years, \$150 after 10 years, \$275 after 15 years, and \$500 after 19 years.

Town Position

The Town argues the increases sought by the Association are excessive and are not consistent with what has been recently negotiated in other comparable Westchester County jurisdictions. Further, the Town indicates that longevities have been increased in each of the last two Interest Arbitration Awards. It is the position of the Town that the current longevity schedule of the Greenburgh police is comparable with other jurisdictions, but in the event the Panel determines that any increase is warranted, the Town requests that such increases be modest.

Discussion on Longevity Payments

In reviewing longevity schedules for other comparable jurisdictions, the Panel finds that most provide longevity payments after a minimum of 5 years of service with additional payments after 3-5 years beyond the initial 5 year service threshold. For instance, for 1996-97, the Town of New Castle (Union Exhibit X) provides the following longevity payments:

After 5 years	\$500
After 10 years	\$800
After 15 years	\$1150
After 17 years	\$1550

For 1996-97, the Town of Eastchester (Union Exhibit Z) provides police officers with the following longevity payments:

After 6 years	\$1000
After 11 years	\$1500
After 16 years	\$2000

For 1996-97, the Town of Harrison (Union Exhibit BB) provides police officers with the following longevity payments:

After 5 years	\$825
After 10 years	\$1225
After 15 years	\$1275

For 1996, the Town of Yorktown (Union Exhibit II) provides police officers with the following longevity payments:

After 7 years	\$450
After 10 years	\$800
After 13 years	\$1075
After 16 years	\$1325
After 19 years	\$1575

For 1996-97 the Town of North Castle (Union Exhibit FF) provides police officers with the following longevity payments:

After 5 years	\$600
After 10 years	\$850
After 15 years	\$950
After 20 years	\$1050
After 25 years	\$1150

For 1996, the Town of Cortlandt (Union Exhibit AA) provides police officers with the following longevity payments:

After 5 years	\$525
After 10 years	\$745
After 15 years	\$965
After 19 years	\$1185

Based on the above comparables, it is the finding of this Panel that adjustment is required to the current longevity payment schedule of Greenburgh police. In order to bring the Greenburgh schedule into line with such comparable jurisdictions, it is necessary to increase longevity payments at all levels. Further, in recognition of the fact that Greenburgh has a significant number of officers with more than 19 years of experience (see Union Exhibit I), the Panel finds that there shall be an additional longevity payment which shall be paid after 24 years of service.

AWARD ON LONGEVITY PAYMENTS

Accordingly, the Panel awards that effective 1/1/97, longevity payments for Greenburgh police shall be as follows:

After 7 years	\$500
After 10 years	\$700
After 15 years	\$900
After 19 years	\$1300
After 24 years	\$1500

WELFARE FUNDAssociation Position

Pursuant to Article XVII of the 1989-90 Agreement, as modified by the 1991-92 *Douglas Award* and the 1993-95 *Selchick Awards*, the Town contributes \$325 yearly for each member of the bargaining unit. This contribution is placed in the Association's Welfare Trust Fund and the monies are used to provide an optical program and a dental program for all members. The last increase to the Welfare Fund was effective 1/1/95 when the contribution was increased from \$225 per year to the current Town contribution of \$325 per year. Prior to the increase effective 1/1/95, the Town's contribution remained constant at \$225 for a period of 12 years.

The Association indicates that during 1996, it contributed \$29,172 to obtain basic dental and optical coverage from the Health Plan Administrator (Union Exhibit R). Notwithstanding such expense, members are still required to pay the difference

between the amount charged by the dental provider and the reimbursement amount. For 1996, the total amount of such cost to the members was \$68,926. The Association seeks an increase in the Town's contribution to \$575 per year.

Town Position

The Town opposes any increase in the yearly Welfare Fund contribution and indicates that there have been inconsistencies in the reports and audits which are required to be submitted to the Town Comptroller on a quarterly basis. Additionally, the Town argues that based on the data submitted herein by the Association, it is difficult to compare the benefits received through the Welfare Fund with the benefits received by police in other comparable jurisdictions. Further, many of the funds in other jurisdictions provide benefits not provided by Greenburgh's Welfare Fund, and therefore, there is no basis for proper comparison. The Town maintains that no increase to the current contribution is warranted, and that if any is provided, the Panel must consider the cost of the entire contract package as a whole.

Discussion on Welfare Fund

Upon review, the Panel finds that a comparison of Welfare Fund contributions by other jurisdictions reveals that the current contribution of \$325 per member is indeed low. While

some of the other Welfare Funds reviewed do provide additional life insurance coverage, that additional insurance cannot fully explain the difference in contribution rates (see Union Exhibit S). The fact remains that the current contribution of \$325 has not been adjusted to take into account the rising cost of dental care in Westchester County and New York State generally. Of the 10 Westchester County Towns reviewed by the Panel (Bedford, Cortlandt, Eastchester, Harrison, Mamaroneck, Mt. Pleasant, New Castle, North Castle, Ossining and Yorktown), and the 6 Westchester County incorporated Villages (Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington and Tarrytown), all make higher contributions to the dental and optical coverage provided to police officers. In some of these jurisdictions (Ardsley, Bedford, Ossining), police officers receive full dental coverage.

It is the finding of the Panel that an increase in the amount of \$125 effective 1/1/97 is appropriate and necessary in order for Greenburgh police to receive necessary dental and optical coverage.

AWARD ON WELFARE FUND

Accordingly, the Panel Awards that effective 1/1/97, the Town's contribution to the Association Welfare Fund be increased to \$450 per year for each member of the bargaining unit.

EMERGENCY MEDICAL TECHNICIANSAssociation Position

The Town of Greenburgh is unique in Westchester County in that it provides the only municipal total life support system, with both paramedics and emergency medical technicians (EMTs). This important public service is provided through the police department, which staffs the ambulances with police officers who are certified as EMTs. Such officers were first compensated for this additional service as a result of the 1991-92 *Douglas Award*, which found that police officers who are trained as EMTs would receive an annual stipend of \$500 per year. At that time, although it was contemplated, the Town did not charge user fees for this service. Since the issuance of the *Douglas Award*, the Town has instituted a user fee. In 1996, the Town collected user fees from emergency medical services in the amount of \$164,686 (Union Exhibit TT). This amount should increase substantially in 1997 as a result of extending such emergency medical service to the 6 incorporated Villages in Westchester County.

The Association seeks an increase in the annual \$500 stipend currently provided to police officers who are certified as EMTs. Greenburgh police officers who work as paramedics are compensated by receiving a promotion to the rank of Detective, which provides salary at 10% over that of a first grade police officer, and which therefore increases each time there is an across the board

salary increase. The \$500 stipend for EMTs has not changed since it was awarded in 1992. Therefore, the Association requests that EMTs be compensated on a yearly basis by an amount equal to 2% of a first grade police officers salary.

Town Position

The Town is opposed to the Association's demand to compensate EMTs with a percentage differential of salary. The Town recalls that a fixed stipend was agreed upon by the parties in 1992 as appropriate compensation for EMTs, which remains the appropriate method of compensation. The Town maintains that the current \$500 stipend is still appropriate, and that with the additional of 6 civilian paramedics to the Department, the workload of EMTs should decrease.

Discussion on Emergency Medical Technicians

Upon review, the Panel is favorably impressed by the statistics for emergency medical service calls in 1995 (see Union Exhibit N). Clearly, Greenburgh police are providing a valuable and necessary service to taxpayers of the Town and to Westchester County generally. It is difficult to provide comparables in that in the larger Westchester municipalities, such emergency medical services are provided by commercial ambulance services, while in

the smaller communities, such services are provided by volunteer ambulance members and fire department personnel.

The Panel does not agree with the Association that a percentage of salary is the appropriate compensation for police officers working as EMTs. The Panel does not find that there should be an automatic increase in compensation as an EMT. Nonetheless, based on the service provided, the extensive training required of officers to be certified as EMTs, and the significant user fees generated by this service, the Panel believes that an increase in the annual stipend provided to EMTs is necessary and appropriate. That increase, effective 1/1/97, shall be \$250 for a total stipend of \$750 per year.

AWARD ON EMERGENCY MEDICAL TECHNICIANS

Accordingly, the Panel Awards that effective 1/1/97, police officers who are certified as EMTs shall receive an annual stipend of \$750.

UNIFORM REPLACEMENT & MAINTENANCE ALLOWANCEAssociation Position

Pursuant to Article XII of the 1989-90 Agreement, as modified by the 1991-92 *Douglas Award* and the 1993-95 *Selchick Awards*, members of the bargaining unit receive \$575 per year as a uniform replacement and maintenance allowance. New officers, upon starting employment as Greenburgh police officers, receive \$750 as an initial uniform allotment, to purchase the necessary clothing and equipment to serve with the Police Department.

The Association requests that the initial uniform allotment be increased to \$950, and that the uniform replacement and maintenance allowance be increased by \$75 per year for a total allowance of \$725 in 1997. The Association argues that the cost of purchasing equipment for new officers requires a substantial investment beyond the current initial allotment allowance of \$750. New officers must purchase, in addition to expensive service uniforms, other costly but necessary police equipment items like high quality flashlights and other accessories, adding up to a total cost of approximately \$1700 per year. For those current members of the unit, the yearly cost of cleaning, maintaining and replacing uniform items and other equipment, greatly exceeds the current yearly allowance of \$575 (see Union Exhibit V). The Association contends that most other comparable jurisdictions provide a greater uniform allowance.

Town Position

The Town maintains that Greenburgh police receive a uniform replacement and maintenance allowance which is comparable to that received by police in other Westchester County jurisdictions. The Town argues that there is no evidence as to how often uniforms are cleaned rather than laundered at home by officers, which certainly impacts on the need for an increase in the current allowance of \$575 per year. Further, the Town argues that the purpose of such allowance is to offset the cost of cleaning and not fully subsidize such normal worklife costs. Nor has the Association proven how often uniforms or equipment must be replaced. The Town maintains that few, if any, equipment items are replaced on an annual basis.

The Town requests that the current uniform replacement and maintenance allowance, which is currently paid in full at the beginning of the calendar year, be pro-rated, so that only officers who work the full year will receive the full allowance. This would eliminate a windfall to those officers who work less than the full year but yet still receive the full annual uniform replacement and maintenance allowance.

Discussion on Uniform Replacement & Maintenance Allowance

Upon review, the Panel finds that costs of cleaning have greatly increased within the past few years in Westchester County (see Union Exhibit V). Additionally, the very active and sometimes violent nature of police work requires daily cleaning of essential items and often results in damage or destructions of uniform items and other equipment. The necessary replacement costs of many such items has increased as well.

The Panel further finds that the present annual allowance for uniform replacement and maintenance (cleaning) is low when compared with other comparable Westchester County jurisdictions. Many have recognized the increased cost and expense and rather than providing an allowance have agreed to fully provide uniforms and cleaning at Town expense. Others have provided increased compensation in recognition of the increased costs of uniform cleaning and replacement. As examples, the Town of Mamaroneck (Union Exhibit Y) provides free cleaning and full replacement uniforms at Town expense, plus an annual allowance of \$125 for shoes; the Town of Yorktown (Union Exhibit II) provides free cleaning and full replacement uniforms at Town expense; the Town of Harrison (Union Exhibit BB) provides free cleaning and \$500 per year for uniform replacement; Westchester County (Union Exhibit FF) provides \$850 per year for uniform cleaning and replacement; the Town of Cortlandt (Union Exhibit AA) provides

\$800 per year for uniform cleaning and replacement; and the Town of North Castle (Union Exhibit FF) provides \$400 per year for uniform cleaning and \$575 per year for uniform replacement.

Therefore, the Panel finds that an increase in the uniform replacement and maintenance allowance is warranted and accepts the Associations demand, and as a result awards that effective 1/1/97 the uniform replacement and maintenance allowance for all unit members shall be increased to \$725 per year. No change shall be made to the initial uniform allotment allowance for new officers.

The Panel further finds that the Town's demand to pro-rate the annual uniform replacement and maintenance allowance is justified and should be accepted. Without such a pro-rata provision, a member who leaves the employ of the Town shortly after the first of the year still receives the full annual uniform allowance, even though he does not have either uniform replacement or maintenance expenses. This situation occurred in an arbitration award between the parties herein, wherein although an officer retired in early January, this Arbitrator found that the Agreement required that he receive the full annual uniform allowance (see *Police Association of Town of Greenburgh and Town of Greenburgh*, AAA Case No. 19 390 0056 95, Matter of Turnbull, Selchick, Arb., Award dated 12/6/95).

Therefore, the Panel accepts the Town's demand to pro-rate the annual uniform replacement and maintenance allowance.

AWARD ON UNIFORM REPLACEMENT AND MAINTENANCE ALLOWANCE

The Panel awards that effective 1/1/97, the uniform replacement and maintenance allowance shall be increased to \$725 per year. The language of Article XII of the Agreement shall be amended to provide that the allowance shall be paid in two (2) equal installments on 6/30 and 12/31 of each year, and shall be pro-rated on a monthly basis if the officer does not work for the entire calendar year.

ASSOCIATION RIGHTS

Association Position

Pursuant to Article XXV, paragraph 1 of the 1989-90 Agreement, as modified by the 1991-92 *Douglas Award* and the 1993-95 *Selchick Awards*, the Association President receives 24 days off per year to conduct Association business. Additionally, paragraph 4 of said Article provides that certain Board members of the Association be allowed time off from 2 tours of duty each, to handle preparations for a variety of social events, including a dinner/dance, picnic, golf outing, circus and/or children's Christmas party.

The Association maintains that due to legal complications in the expanding area of labor relations and employment law, the Association President has increased duties and tasks in order to properly provide representation to members of the bargaining unit. Therefore, the Association requests that the number of days off for the Association President to conduct Association business be increased to 30 days per year.

Town Position

The Town requests that paragraph 4 be deleted from the Agreement, as these social events provide little or no benefit to the Town. Further, time off for such events should not be at Town expense, as there is no valid work interest in such activities and events.

Association Response

The Association maintains that such social activities and events provide a positive view of Greenburgh police, which inures to the benefit of the Town.

Discussion on Association Rights

Upon review, the Panel finds that the Town's concerns regarding time off for social events and activities are valid. Therefore, the Town's proposal is accepted and paragraph 4 of Article XXV shall be deleted from the Agreement. Further, in recognition of the ever increasing representational duties to which the Association is subjected, the Panel finds that the

number of days off provided pursuant to Article XXV, paragraph 1, shall be increased by 6 days, for a total of 30 days per year. Such change shall be effective 12/31/97, but the Association shall not receive or be entitled to receive any additional days for calendar year 1997.

AWARD ON ASSOCIATION RIGHTS

The Panel Awards that, effective 12/31/97, the number of days off provided pursuant to Article XXV, paragraph 1, shall be increased by 6 days, for a total of 30 days per year. Such change shall be effective 12/31/97, but the Association shall not receive or be entitled to receive any additional days for calendar year 1997.

WORKING HOURS

Town Position on Working Hours

Pursuant to Article VI of the 1989-90 Agreement, as modified by the 1991-92 *Douglas Award* and the 1993-95 *Selchick Awards*, current work schedules of the Uniformed Patrol Division, Street Crime Unit, Detective Division, DWI Squad and any other established divisions, must be maintained in the absence of a police emergency of short duration.

The Town seeks a change in the current work schedule of the Detective Division, with the intent of providing the Department

with more flexibility in scheduling officers to work tours of duty that are currently not being worked. Th Town seeks several changes in this regard. First, the Town indicates that the Detective Division currently works only 5-1/2 days per week, consisting of Monday through Friday and a half day on Saturday. There is no detective coverage on Sundays. As testified to by Chief John Kapica, when a detective is required on a Sunday, he/she must be brought in on overtime. Since that is an expensive situation, the Town only does that on serious crimes. For less serious crimes, it remains uninvestigated until Monday morning. This has caused problems with the taxpayers of the Town as documented in a recent incident and subsequent written complaint to the Chief from the victim of a weekend burglary. Therefore, the Town seeks to staff the Detective Division on a 7 day per week basis, pursuant to a detailed proposal.

The Town further proposes schedule changes for the Juvenile Aid Unit and the Street Crime Unit. Officers assigned to Juvenile Aid and the Street Crime Unit currently work two shifts, Monday through Friday. That results in the hours between 12:00 a.m. and 10:00 a.m. uncovered. Nor is there coverage on Sundays unless it is on an overtime basis. The intent of the proposed change is to allow the Department to cover the missing hours on an as needed basis, and only for a short duration (defined as 1

to 5 days). Further, any such schedule change would require that the officer be provided with 48 hours notice.

The Town also seeks a change in the schedule worked by the Staff Services Division, where officers currently work a Monday through Friday schedule, either from 8:00 a.m. to 4:00 p.m. or from 9:00 a.m. to 5:00 p.m. The Town contends that flexibility is needed to reschedule such officer for training or other needs, on a temporary basis to meet short term exigencies.

The Town also seeks a change in the schedule worked by the Patrol Division. The current work chart, initially implemented on a 2 year trial basis, consists of a steady midnight tour with rotating 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12:00 a.m. tours. The Town desires to make this work chart permanent.

Lastly, the Town seeks to broaden the emergency provision contained in Article VI of the Agreement so that work schedules may be altered in situations which are beyond emergencies and require additional police coverage.

Association Position on Working Hours

The Association is opposed to any changes in the current working schedules of the Detective Division, Juvenile Aid Unit, Street Crime Unit, Staff Services Division, and Patrol Division. The Association also opposes any change to the current emergency provision contained in Article VI of the Agreement.

The Association maintains that coverage on Sundays and other uncovered shifts can always be provided through the use of overtime. Such use has been infrequent in the past, supporting the Association's view that there is not a sufficient need for regular Sunday coverage for the Detective Division, Juvenile Aid Unit or the Street Crime Unit.

Discussion on Working Hours

The Panel finds that necessary police coverage for the Town requires that there be regular coverage of the Detective Division on Sundays. The Town should not have to rely on overtime coverage when serious crimes occur on weekends. Further, there is no question that when serious crimes do occur, any delay in commencing a police investigation often works to the benefit of the perpetrator of the crime. The Panel accepts the Town's proposal regarding the change of schedule for the Detective Division, which does not change the 252 day yearly schedule worked by detectives. Instead, the shifts are spread out over the 7 days in each week, and allows the Department to have a detective on duty 7 days per week, with 2 detectives on duty for each shift. This will allow the Town to provide more complete and cost efficient service to the taxpayers of the Town and will reduce the overtime costs to the Department.

Therefore, the Panel finds that Article VI of the Agreement shall be modified in accordance with the Town's proposal to provide flexibility and additional coverage of the Detective Division. Effective 30 days from date of this Award, the Town may place members of the Detective Division on a 26 position duty chart. This results in 252 day work year without chart days and will provide detective coverage on a 7 day per week basis. This chart provides for 5 days on followed by 72 hours off, followed by 4 days on followed by 56 hours off, followed by 5 days on followed by 72 hours off, then 4 days on followed by 56 hours off. This has been illustrated by the duty chart prepared by the Department and previously discussed by the parties.

Further, the Panel finds that there is a basis to allow the Department to temporarily adjust schedules of the Juvenile Aid Unit with 48 hours notice, to provide for weekend coverage for legitimate police exigencies, without payment of overtime compensation. "Legitimate police exigency" is defined as a serious situation which does not meet the definition of emergency. This change shall also be effective on date of this Award. The Panel Chairman shall retain jurisdiction over all grievances arising under this provision regarding the Juvenile Aid Unit.

All other schedule changes proposed by the Town are rejected. As the parties will soon be in negotiations for a collective bargaining agreement for the period commencing 1/1/98, the Panel is of the view that any other schedule changes should be negotiated between the parties at that time.

AWARD ON WORKING HOURS

Accordingly, effective 30 days from the date of this Award, Article VI of the Agreement shall be modified in accordance with the Town's proposal to provide flexibility and additional coverage of the Detective Division. As a result of such modification, the Town may place members of the Detective Division on a 26 position duty chart. This shall result in a 252 day work year without chart days and will provide detective coverage on a 7 day per week basis. This chart will provide for 5 days on followed by 72 hours off, followed by 4 days on followed by 56 hours off, followed by 5 days on followed by 72 hours off, then 4 days on followed by 56 hours off. This has been illustrated by the duty chart prepared by the Department and previously discussed by the parties. Any questions or disputes regarding the new schedule for the Detective Division shall be referred to the Panel Chairman, for prompt resolution in accordance with the intent of this Award.

Further, the Panel finds that there is a basis to allow the Department to temporarily adjust schedules of the Juvenile Aid Unit with 48 hours notice, to provide for weekend coverage for legitimate police exigencies, without payment of overtime compensation. "Legitimate police exigency" is defined as a serious situation which does not meet the definition of emergency. This change shall also be effective on the date of this Award. The Panel Chairman shall retain jurisdiction over all grievances arising under this provision regarding the Juvenile Aid Unit during the term covered by this Interest Arbitration Award.

All other schedule changes proposed by the Town are rejected.

REMAINING ISSUES

Discussion on Remaining Issues

The Panel has reviewed in great detail all of the demands and proposals of both parties, as well as the extensive and voluminous record in support of said proposals. The fact that these proposals have not been specifically addressed in this Opinion and Award does not mean that they were not closely studied and considered in the overall context of contract terms and benefits by the Panel members. In interest arbitration, as in collective bargaining, not all proposals are accepted, and not all contentions are agreed with. The Panel, in reaching what it has determined to be a fair result, has not addressed or made an Award on many of the proposals submitted by each of the parties. The Panel is of the view that this approach is consistent with the practice of collective bargaining. Thus, we make the following award on these issues:

AWARD ON REMAINING ISSUES

Any proposals and/or items other than those specifically modified by this Award are hereby rejected.

RETENTION OF JURISDICTION

The Panel Chairman hereby retains jurisdiction of any and all disputes arising out of the interpretation of this Opinion and Award.

DURATION OF CONTRACT

This Interest Arbitration Award covers the period commencing 1/1/96 and continuing through 12/31/97, as provided by the Taylor Law in Section 209.4(c)(vi).



 JEFFREY M. SELCHICK, ESQ.
 Public Panel Member and Chairman

12/16/97

 Date
 of Award

(Concur)
~~(Dissent)~~

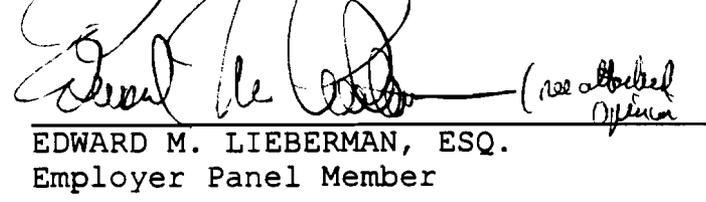


 EDWARD W. GUZDEK
 Employee Organization Panel Member

12/8/97

 Date

(Concur)
(Dissent)



 EDWARD M. LIEBERMAN, ESQ.
 Employer Panel Member

(see attached
 Opinion)
 12/11/97

 Date

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:

On this 16th day of December, 1997, before me personally came and appeared Jeffrey M. Selchick, Esq., to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Cathy L. Selchick
Notary Public

CATHY L. SELCHICK
NOTARY PUBLIC STATE OF NEW YORK
NO. 4830518
QUALIFIED IN ALBANY COUNTY
COMMISSION EXPIRES NOVEMBER 30 1999

STATE OF NEW YORK)
COUNTY OF Albany) ss.:

On this 8th day of December, 1997, before me personally came and appeared Edward W. Guzdek, to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Cathy L. Selchick
Notary Public

CATHY L. SELCHICK
NOTARY PUBLIC STATE OF NEW YORK
NO. 4830518
QUALIFIED IN ALBANY COUNTY
COMMISSION EXPIRES NOVEMBER 30 1999

STATE OF NEW YORK)
COUNTY OF) ss.:

On this 15th day of December, 1997, before me personally came and appeared Edward M. Lieberman, Esq., to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Diane DuBeau
Notary Public

DIANE DUBEAU
Notary Public State of New York
01DU5075003
Qualified in Westchester County
Term Expires 3/24/99

SUMMARY OF AWARD

- 1. Term** **2 years**
 1/1/96 through 12/31/97
- 2. Salary** **2% effective 1/1/96**
 2% effective 7/1/96
 3.75% effective 1/1/97

Training Rate for new hires \$30,000 eff Date of Award

3. Longevity

	Current	Eff 1/1/97
After 7 years	\$400	\$500
After 10 years	\$550	\$700
After 15 years	\$725	\$900
After 19 years	\$1175	\$1300
New: After 24 years	-----	\$1500

4. Welfare Fund

Increase from \$325 to \$450 effective 1/1/97

5. EMT Stipend

Increase from \$500 p/year to \$750 p/year effective 1/1/97

6. Uniform Replacement and Maintenance Allowance

Increase from \$575 p/year to \$725 p/year effective 1/1/97

Retroactive payment of \$150 to each employee for 1997

Modify contract language to provide the allowance is pro rated on monthly basis if employee does not work full year. From date of Award forward, this will be paid in 2 equal installments on 6/30 and 12/31 of each year.

7. Association Rights

Art XXV(1) Increase 24 days p/year to 30 days p/yr eff 12/31/97

Delete Art XXV(4) re time off for social functions

No intent to be provided with any additional days for 1997

8. Working Hours

Detective Division

Art VI shall be modified in accord with Town's proposal re Detective Division coverage.

Effective 30 days from date of this Award, Town may place members of the Detective Division on 26 position duty chart. This results in 252 day work year without chart days and will provide detective coverage on a 7 day per week basis.

This chart provides for 5 days on followed by 72 hours off, followed by 4 days on followed by 56 hours off, followed by 5 days on followed by 72 hours off, then 4 days on followed by 56 hours off. Copy attached.

Juvenile Aid Unit

Art VI shall be modified to allow for Town to temporarily adjust schedules of Juvenile Aid Unit with 48 hours notice, to provide for weekend coverage for legitimate police exigency, without payment of overtime compensation. "Legitimate police exigency" is defined as a serious situation which does not meet the definition of emergency. Effective on date of this Award.

Arb. Selchick shall retain jurisdiction over all grievances arising under this provision.

Street Crime Unit

No change in existing schedules. Town proposal denied as to Street Crime Unit.

1996 DETECTIVE DIVISION DUTY CHART

*Proposed
CHART (SEE
CONTRACT WORKING, P 2)*

January	February	March	April	May	June	July	August	Sept.	October	November	December	POS	A	B	C
23	18	15	10	6	1/27	23	18	13	9	4/30	26	1		5	9
24	19	16	11	7	2/28	24	19	14	10	5	1/27	2		5	9
25	20	17	12	8	3/29	25	20	15	11	6	2/28	3	9	5	
26	21	18	13	9	4/30	26	21	16	12	7	3/29	4	9	5	
1/27	22	19	14	10	5	1/27	22	17	13	8	4/30	5	9		5
2/28	23	20	15	11	6	2/28	23	18	14	9	5/31	6	9		5
3/29	24	21	16	12	7	3/29	24	19	15	10	6	7	9	9	5
4/30	25	22	17	13	8	4/30	25	20	16	11	7	8		9	5
5/31	26	23	18	14	9	5/31	26	21	17	12	8	9		9	5
6	1/27	24	19	15	10	6	1/27	22	18	13	9	10	5	9	
7	2/28	25	20	16	11	7	2/28	23	19	14	10	11	5	9	
8	3/29	26	21	17	12	8	3/29	24	20	15	11	12	5		9
9	4	1/27	22	18	13	9	4/30	25	21	16	12	13	5		9
10	5	2/28	23	19	14	10	5/31	26	22	17	13	14		5	9
11	6	3/29	24	20	15	11	6	1/27	23	18	14	15		5	9
12	7	4/30	25	21	16	12	7	2/28	24	19	15	16	9	5	
13	8	5/31	26	22	17	13	8	3/29	25	20	16	17	9	5	
14	9	6	1/27	23	18	14	9	4/30	26	21	17	18	9		5
15	10	7	2/28	24	19	15	10	5	1/27	22	18	19	9		5
16	11	8	3/29	25	20	16	11	6	2/28	23	19	20	9	9	5
17	12	9	4/30	26	21	17	12	7	3/29	24	20	21		9	5
18	13	10	5	1/27	22	18	13	8	4/30	25	21	22		9	5
19	14	11	6	2/28	23	19	14	9	5/31	26	22	23	5	9	
20	15	12	7	3/29	24	20	15	10	6	1/27	23	24	5	9	
21	16	13	8	4/30	25	21	16	11	7	2/28	24	25	5		9
22	17	14	9	5/31	26	22	17	12	8	3/29	25	26	5		9

Concurring Opinion

As the Public Employer's representative on the Interest Arbitration Panel in this matter, I hereby concur in the Award, but by this Opinion wish to indicate certain areas of disagreement with the reasoning adopted by my colleagues on the Panel.

At the outset, let me highlight certain aspects of the Award which were very important to the Town and which led this Member to endorse the Award:

Of paramount importance to the Town was to have a seven-day work schedule for its detectives. As stated in the Award, over the years, through informal practice, the detectives' work schedule was reduced to five and a half days per week, with full staffing on Monday through Friday and only partial staffing on Saturday. If a crime was committed late on a Saturday night (a peak crime period) or Sunday, which required investigation, the Town would have to call a detective in on overtime. This expense caused most relatively minor crimes to remain uninvestigated until Monday morning, leading to justifiable complaints from residents, who were not permitted to disturb crime scenes for up to 32 hours, even though their homes were often the premises required to be left in disarray. Imagine coming home late on a Saturday evening/Sunday morning to find your house burglarized, and being told by the police not to clean up the house until Monday, when a detective would be in to investigate the crime! The Award we are issuing, by assuring an investigative presence seven days/week, rectifies this situation.

Likewise, the language of the existing contract hampered the Police Chief's ability to assign Juvenile Aid officers, who work a similar existing schedule, to tours of duty on weekends when it was foreseeable that they would be needed during the weekend. An example of such a situation will arise next year, when Halloween will occur on a Saturday night. The change effectuated by this Award provides much needed flexibility to the Chief to address such situations

without incurring expensive overtime, while retaining the Officer's right to overtime if he or she is called in at the last minute (i.e. on less than 48 hours' notice).

Several other areas of inequity are addressed in this Award, as well. Under the existing contract, the Uniform Allowance was paid in advance, with the first paycheck of the year, regardless of how long a particular officer worked that year. The contract language was such that the Town lost a grievance and was required to pay a full Uniform Allowance to a Police Officer who announced in December that he would be retiring after the second week in January of the year for which he was seeking the Allowance. This Award corrects this inequity by providing for prorating the Allowance and for payments to be made on June 30 and December 31 of each year, rather than in advance in January.

Likewise, the Town has been paying new hires a full salary upon hiring, notwithstanding the fact that said Officers were not providing any service to the Town for the sixteen weeks they attended the Police Academy, or, to a lesser degree, while they were completing their Field Training, which averages another twelve weeks after completion of the Academy. This Award establishes a "training rate" of \$30,000.00 while the new hire is in training, prior to his/her providing full service to the Town.

Finally, the existing contract contains a provision enabling Police Association Board members who chair certain social events, such as an annual dinner/dance, picnic and golf outing, to be excused from two tours of duty to handle preparations for such events, which provide little or no benefit to the Town. In all, this provision resulted in the loss to the Town of ten tours of duty (days off) to handle such functions. This Award, although increasing the number of days given the Association President to conduct Association business from 24 to 30 days, completely

removes the provision granting Association members 10 days off to prepare for the aforementioned essentially social functions -- a net gain of 4 work tours for the Town.

It is on the issue of salary and fringe benefits that this Member wishes to express dissatisfaction in the breakdown and procedure, if not the result, of the Award. On the issue of salary, the Award is just and fair. Although the Panel found that the Town's Police Officers were the highest paid among the departments considered comparable by the Panel, the Award is slightly lower than the "going rate", and therefore reduces our "lead" in this area -- if base salary is considered alone, in a vacuum.

Certain aspects of the Award, however, act to increase the financial impact of the Award to what this Member considers to be excessive. Thus, for example, the splitting of the salary award for 1996, although reducing the one time only out-of-pocket retroactive payment for that year, results in a greater increase to the base salary, through compounding, than would be the case with a straight 4% award. This compounding effect will reverberate forever in the future by raising the "floor" on which future salary adjustments will be based.

Moreover, the Award also contains what this Member considers to be a disproportionately large increase in the Uniform Allowance of \$150 per Officer, retroactive to January 1, 1997. Since the Uniform Allowance is given to every Officer, regardless of length of service or actual expenditure on uniform cleaning or replacement, it can and should be considered as a function of salary. If the increase in Uniform Allowance, then, is added to the increase in salary for 1997, the result bumps the salary to well above the "going rate" of almost 4% for that year, even with the slight adjustment resulting from the prorating of the payment of the Allowance. When one considers the fact that the CPI and inflation rates, as well as average salary increases to other

public and private sector employees for the years in question, were at levels at or below 3%, the salary/Uniform Allowance award herein can only be viewed as excessive. This Member feels that a more appropriate increase in the Uniform Allowance would have been to grant the increase to new hires, for uniform purchase, while restricting the increase to current Police Officers for uniform maintenance to a more typical incremental increase of, perhaps, \$50 per officer.

Furthermore, this Member takes issue with the “standard” adopted by my colleagues in approaching the issue of salary. The statutory criteria governing our actions are set forth in Civil Service Law Section 209(4)(c)(v), which requires us to consider a comparison of wages, hours and conditions of employment with employees performing similar duties in “comparable communities”. “Comparability” is the operative term. My colleagues, however, after acknowledging that Town of Greenburgh Police Officers “receive the highest salary” among comparable communities, have taken the position that the salary increases in this Award should be such as to “maintain [our] relative standing in terms of comparison with other Westchester County police. Such modest increase will allow Greenburgh police to maintain their top salary status for 1996 and 1997.” (Award, pp. 10-11) (emphasis added).

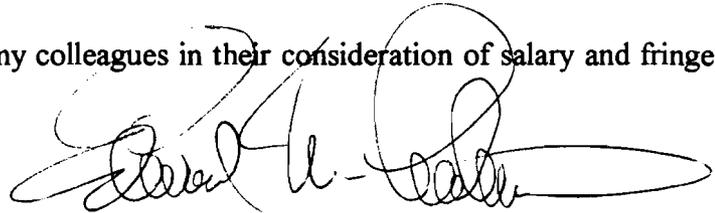
In the opinion of this Member, there is nothing in the statute which requires that a municipality “maintain a relative standing” vis-a-vis comparable communities and that therefore Greenburgh Police Officers must always remain the highest paid in the County (without regard to other benefits provided by a given contract), just because at one time in the past they happened to be the highest paid. By adhering to such a standard, Greenburgh may be unable in the future to hire as many additional police as it may need to service what is now the most populous Town in the County, because the cost of each additional officer is greater than that in any other comparable department in the County. Indeed, the Panel justifies its salary award by referring to

the fact that Greenburgh crime rates -- and therefore the Department's workload -- are allegedly among the highest in the County, and increasing. In this regard, the Award specifically refers to Greenburgh having "a higher average number of ... crimes per officer." (Award, p.6). Assuming this to be true, this Award may prove to be counterproductive: by maintaining Greenburgh salaries as the highest in the County, this Award may, as noted, make it more difficult for the Town to increase manpower to meet the increasing workload. Conversely, lower salary and fringe benefit increases might enable the Town to hire additional personnel, thereby reducing the workload of individual officers. In short, Greenburgh could better serve the needs of its residents and its Police Officers by "trying harder" as "No. 2" in the "salary sweepstakes" standard adopted by my colleagues.

Moreover, by looking at salary in a vacuum my colleagues ignored other benefits which make our Police Officers the most expensive to hire and maintain. Most notable in this regard is the fact that Greenburgh police and their families receive a benefit which virtually no one else in the public or private sector receives: health insurance for retirees and their surviving spouses, for life. For those Police Officer retirees hired prior to 1985 (the vast majority of retirees), the Town not only provides free health insurance for the retiree for life, but for the life of his or her surviving spouse, as well. (For those Police Officers hired after January 1, 1985 who have retired on disability, the Town provides health insurance to both the retiree and his/her spouse, for life, for a premium equal to 1% of the First Grade Officer's salary, currently only \$540/year). This spousal benefit, which is potentially payable for many years after the death of the retiree, obviously, is extremely expensive, as well as being virtually unprecedented. In recognition of this fact, the Town has recently reduced this benefit in its contract with the Town's largest collective bargaining unit, the CSEA. Unfortunately, my colleagues refused to consider a similar Employer

demand with respect to police retiree health benefits, or to address any of the other important and expensive issues submitted by the Town relating to health benefits, which comprise an ever increasing portion of the Town's (and all employers') operating budget. (Indeed, police health benefits, alone, cost the Town over \$944,000 in 1997). Given the fact that, as noted above, Greenburgh Police Officers are already the highest paid among comparable Police Departments in the County (and will continue to be the highest paid under the standard adopted by my colleagues in this Award), the refusal of my colleagues to address ANY issue involving health benefits will make it increasingly difficult for the Town to keep up with the expanding manpower needs of its Police Department in the future.

For the above reasons, this Panel Member endorses the Award in recognition of the important productivity gains achieved by the Town therein, but expresses his disagreement over the fundamental philosophy endorsed by my colleagues in their consideration of salary and fringe benefits.

A handwritten signature in black ink, appearing to read 'Edward M. Lieberman', with a long horizontal flourish extending to the right.

EDWARD M. LIEBERMAN
Public Employer's Representative