

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD  
INTEREST ARBITRATION PANEL

In the Matter of the Arbitration	:	
between	:	
	:	
THE TOWN OF GREECE,	:	
Public Employer,	:	<b>OPINION</b>
	:	
-and-	:	<b>AND</b>
	:	
THE UNIFORMED PATROLMEN'S ASSOCIATION	:	<b>AWARD</b>
OF THE GREECE POLICE DEPARTMENT,	:	
Employee Organization.	:	
	:	
PERB Case No. IA98-033; M98-191	:	

BEFORE: Jeffrey M. Selchick, Esq.  
Public Panel Member and Chairman

Joanne Calvaruso  
Public Employer Panel Member

Ronald G. Evangelista  
Employee Organization Panel Member

APPEARANCES:

For Town of Greece:

John M. Owens, Esq.

For the Uniformed Patrolmen's Association of the Greece  
Police Department:

Lawrence J. Andolina, Esq.

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

APR 17 2000

**CUNCILIATION**

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 Greece ("Town") and the Uniformed Patrolmen's Association of the Greece Police Department ("Association").

The Town of Greece is located in the northern portion of Monroe County, bordered on the north by Lake Ontario, on the west by the Town of Parma, on the south by the Town of Gates and on the east by the City of Rochester. The Town is one of the largest towns in New York State and encompasses approximately 42 square miles and has a population of approximately 95,000. The Town is primarily suburban residential in character, consisting mostly of single family, two family and apartment houses. There is some commercial development which includes Eastman Kodak Company, Park Ridge Hospital, Wegman Food Markets, and a large retail shopping mall known as Greece Ridge Center.

The Association is the certified bargaining agent for all Police Officers employed by the Town, exclusive of the ranks of Sergeants, Lieutenants and Captains. There are approximately 63 sworn Department members in the bargaining unit.

The last collective bargaining agreement between the parties covered the period which commenced January 1, 1993 and ended December 31, 1995 ("Agreement"; Joint Exhibit 4). The period commencing January 1, 1996 and ending December 31, 1997 was the subject of an Interest Arbitration Award issued by Panel Chair Mona Miller on March 5, 1998 (PERB Case #IA96-025; M96-125; Joint Exhibit 5). Thereafter, in June 1998, the parties began negotiations for a successor contract for the period subsequent to December 31, 1997, but such negotiations were unsuccessful, and thereafter, the parties reached impasse. The parties then participated in mediation with a PERB Mediator, which was also unsuccessful.

Thereafter, on January 20, 1999, the Association filed a Petition for Interest Arbitration, pursuant to Section 209.4 of the Civil Service Law (see Petition, Joint Exhibit 1). Said Petition included the Association proposals to be submitted to interest arbitration.

The Town filed a Response to said Petition on February 9, 1999 (see Response, Joint Exhibit 2), which Response included the Town's proposals to be submitted to interest arbitration.

On April 5, 1999, the Public Employment Relations Board, acting pursuant to Section 209.4 of the NYS Civil Service Law, designated a Public Arbitration Panel (Joint Exhibit 3), which named the undersigned Chairman and Panel Members.

A Pre-Hearing Conference was held by the undersigned Panel on June 22, 1999 and thereafter, a hearing was conducted before the undersigned Panel at Town Hall in Greece, New York on September 8, 1999. At said hearing, both parties were represented by Counsel and by other representatives. Both parties submitted numerous and extensive exhibits and documentation, including Pre-Hearing Briefs, and both parties presented argument on their respective positions. After the hearing process was completed, both parties submitted additional exhibits and argument to the Panel.

Both parties expressly indicated that they desired the Panel to render a three (3) year Award and expressly extended the jurisdiction of the Panel for such purpose.

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, the Panel has reached unanimous agreement on this Interest Arbitration Award.

The positions originally taken by both parties are quite adequately specified in the Petition and the Response, numerous hearing exhibits, and pre-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, 1998 through December 31, 2000.

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.

**COMPARABILITY**

Section 209.4 of the Civil Service Law requires that in order to properly determine wages and other terms and conditions of employment, the Panel must engage in a comparative analysis of terms and conditions with "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."

The Greece Police Department is located in northern Monroe County, and is considered a suburb of the City of Rochester. In determining the appropriate communities for comparison with Greece, the Panel has rejected nearby communities which do not maintain independent police departments, as there can be no valid comparison with the terms and conditions of employment, including wages, with Greece Police. While such other communities are patrolled by members of the Monroe County Sheriff's Department and/or the New York State Police, the Panel further rejects comparisons with those groups. The basis of the rejection concerns both the size of such departments, and the fact that Monroe County Deputy Sheriffs are not subject to the provisions of Section 209.4 of the Civil Service Law, while New York State Police have a statewide jurisdiction and are subject to special provisions regarding interest arbitration [see Section 209.4(e)]. Neither represents a proper comparable for purposes of Section 209.4(c) of said law.

Geographically, Greece neighbors the Towns of Gates, and is also geographically close to the Towns of Brighton, Irondequoit and Webster, as all surround the City of Rochester. The City of Rochester does not present a comparable community as it is a City and not a Town, is a much larger urban area, has a much greater population and has a much larger police department. The Towns of Brighton, Irondequoit, Gates and Webster are smaller in population but are very similar in nature to the Town of Greece and can serve as appropriate comparables. Greece has a population of approximately 95,000 and a police department of over 90 members, and comparison with said towns shows that: Brighton has a population of approximately 35,000 with a police department of approximately 45 members; Irondequoit has a population of approximately 55,000 with a police department of approximately 55 members; Gates has a population of 30,000 with a police department of approximately 35 members; and Webster has a population of approximately 35,000 with a police department of approximately 35 members.

Panel Determination

The Panel finds that the best comparable communities to Greece are Brighton, Gates, Irondequoit and Webster. Of note as well for comparison purposes is the separate bargaining unit of Police Sergeants, Lieutenants and Captains, of the Greece Police Department (referred to herein as "supervisor's unit" and represented by the Gold Badge Club; Joint Exhibit 8).

**ABILITY TO PAY**

Association Position

The Association maintains that the Town clearly has the financial ability to pay for fair and equitable increases, which it has requested in the nature of a 7% salary increase for each of the two (2) years to be covered by this Interest Arbitration Award. The Association contends that the evidence presented at the arbitration clearly establishes that the Town is in excellent financial health and in fact has attained a "very favorable" A-1 bond rating from Moodys (see Union Exhibit 1-Q; Fennell Report).

The Association asserts that the Town itself has recognized that it enjoys an excellent financial situation, and in the Town's 1998 Budget it reported that the average tax bill was down 4.55% in 1998. The Town 1999 Budget did not seek any increase in the tax rate over the 1998 Budget. Other rates, for sewer and lighting were not increased in the 1999 Budget either.

In a report prepared by an expert financial consultant hired by the Association (Union Exhibit 1-Q; Fennell Report), the Town's audited financial statements show that the Town has experienced continued growth in the overall revenue base. The Town's full assessed valuation increased from \$2,634,057,465 in 1991 to \$3,756,867,450 in 1997 (see Fennell Report; OSC Report on Municipal Affairs). Further, the Association indicates that that Town has a

healthy undesignated Fund Balance of \$1.85 million as of 12/31/98, which represents an increase over the 1997 Fund Balance.

The Association argues that as the tax base grows due to new residential growth, the Town raises more revenue. This is indicated in the per capita growth of the Town and the increase in housing permits for new construction. The Association maintains that this has allowed the Town to maintain a steady tax rate and a low debt margin. All of which has contributed to the financial health of the Town, and is proof, argues the Association, that the Town has the financial ability to pay the modest salary increases sought by the police.

#### Town Position

The Town has not raised the issue of lack of ability to pay and is pleased to indicate that it is in a solvent state. The Town maintains that it is a less affluent community than the Towns of Brighton, Irondequoit and Webster. While the current undesignated Fund Balance is within the guidelines suggested by the Office of the State Comptroller, this fund is needed to respond to disaster, both natural and other, and other unexpected contingencies.

The Town does not believe it is in a growth position and indicates a decrease in singly family housing permits since 1991. Further, since full value assessment came to the Town only recently in 1996, it is difficult to state that the taxable assessed value

of property has actually increased. While the Town does not dispute the fact that it can fund modest salary increases, it argues that in order to maintain good financial health, there must be some changes in the health insurance coverage provided to Town employees. This has been a major focus of the Town in collective negotiations with other bargaining units, including the Gold Badge Club which represents the police supervisors. The Town maintains that while it can pay for modest raises, such raises must come with some decrease in the cost of health insurance.

#### Panel Determination

In reaching the salary and other economic determinations herein, the Panel has considered the current state of the Town's economic situation, the economic situation of the surrounding Monroe County area, the overall rate of inflation, raises and salaries received by police in comparable jurisdictions within Monroe 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 budget information for 1998 and 1999, as well as other financial data submitted by the parties. In terms of ability to pay, the Panel has carefully reviewed all of the financial documents presented herein, 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.

Simply stated, 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.

### **HEALTH INSURANCE**

#### Background

Currently, unit members who were hired before the ratification date of the 1993-95 Agreement (2/1/94) are provided with the Blue Cross/Blue Shield Blue Million plan at no cost to the member. Those members hired after the ratification date are entitled to the same coverage but are required to pay 10% of the cost of the health insurance premium. There are approximately 20 unit members who currently pay the 10% health insurance contribution.

#### Town Position

The Town has taken the position that it must make changes in health insurance with all Town bargaining units in order to reduce the ever increasing cost of premium coverage. Police supervisors, represented by the Gold Badge Club, agreed to changes in health insurance coverage in the 1997-98 Agreement (Joint Exhibit 7). The Town seeks similar changes in the police bargaining unit herein.

The Town indicates that currently, police supervisors are provided with Blue Choice or Preferred Care as the base plan with no cost to the unit member. Police supervisors promoted to the unit after 7/16/96 are provided Blue Choice Select or Preferred Care Community as the base plan.<sup>2</sup> In sum, a majority of the current supervisors now receive the Blue Choice or Preferred Care plans at no cost to the supervisor. Notably, the Blue Million plan is no longer offered to the supervisor's unit as the base plan; if a supervisor desires to enroll or continue in the Blue Million plan, he/she is responsible for paying the difference between the Town's contribution to the base plan (based on the supervisor's date of entry into the supervisor's unit) and the cost of the Blue Million coverage.

The Town has consistently sought changes in the base health insurance plan in all of its bargaining units, and has accomplished such changes in the CSEA unit, the CWA unit, and for its Managerial and Confidential employees. As discussed above, the Gold Badge unit has also accepted health plan changes.

The Town seeks similar changes in the police officer's unit. Specifically, the Town seeks to eliminate Blue Million as the base

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<sup>2</sup> There are other provisions specific to the circumstances of police who are promoted to the supervisors unit and were paying the 10% contribution rate as police officers hired after 2/1/94, but such provisions are not relevant to the police officers bargaining unit.

plan, have current unit members receive the Blue Choice Select or Preferred Care Community as the new base plan, with those hired after 2/1/94 who are currently contributing 10% of the cost of coverage to continue doing so. Employees who desire to continue with any of the previously offered plans can do so, but would be required to pay the difference between the cost of the selected plan and the cost of the higher of the two now offered base plans: Blue Choice Select and Preferred Care Community

The Town argues that the Gold Badge Club Agreement for the police supervisors employed by the Town is the most relevant comparable to the police unit at issue herein, and cited an Interest Arbitration Award by Chair Robert Rabin in support of such argument (*Town of Greece and CWA Local 1170, Gold Badge Club*; PERB Case No. IA91-004, Award dated January 1992; Rabin, Chair). The Town maintains that the police unit, in order to receive the same salary increases as the supervisor's unit, must accept the same health insurance changes. Further, since the supervisor's unit made such changes effective during the term of the contract, savings was achieved by the Town. Since the police unit term has already expired, at this late date no similar savings can be achieved, and therefore, the Town now seeks that all police unit members be provided the lower cost Blue Choice Select or Preferred Care Community as the base plan.

The Town argues that the delay in settling the current police contract has worked to the benefit of the Association, and has delayed the change from the Blue Million plan to a lower cost plan. Therefore, the Town requests that its proposal be accepted.

Association Position

The Association is opposed to any change in health insurance coverage and in fact is seeking the elimination of the 10% contribution currently required of those unit members hired after 2/1/94. The Association maintains that there is no justification for later hired employees to pay a 10% contribution for health insurance and that a two tiered benefit system is inherently unfair and impacts negatively on the unity and morale of the Police Department. The Association indicates that there are approximately 20 unit members who currently pay the 10% health insurance cost contribution.

Regarding the Town's proposal to remove the Blue Million plan as the base plan for unit members, the Association argues that the more proper comparables are the contracts which show the health benefits enjoyed by other police officers and not police supervisors. Those officers who work in Brighton, Gates, Irondequoit and Webster do the same work as unit members; police supervisors simply do not do the same work and in fact have different economic terms and conditions of employment than those

provided to unit members. As an example the Association points out that the Gold Badge Agreement for supervisors for 1999-00 provides a full additional one percent for shift differential payment over that provided to unit rank and file police officers.

#### Panel Determination

The Panel recognizes the emerging trends in the health insurance area and further acknowledges that costs for the employer continue to rise at an alarmingly high rate each year. The Town has taken a consistent and reasonable approach to this health insurance problem by negotiating to eliminate the "old line" traditional high cost plans and attempting to gain acceptance of new product lines which offer substantially similar benefits and coverage. This is in accord with what other employers have been attempting to do generally, and specifically, the comparable jurisdictions to the Town of Greece.

Of the comparables<sup>2</sup> used by this Panel, only the Town of Gates still offers the Blue Million plan as the base plan (see 1999-00 Agreement between Town of Gates and Gates Keystone Club). Research indicates that the Town of Brighton provides Blue Choice Select or Preferred Care Community as the base plan (see 1997-99 Agreement

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The Panel has used the existing collective bargaining agreements in the comparable jurisdictions which are applicable to the corresponding Award period herein of 1998-00.

between Town of Brighton and Brighton Police Patrolman's Association); the Town of Irondequoit provides Blue Choice Select as the base plan (see 1998-00 Agreement between the Town of Irondequoit and the Nightstick Club PBA); and the Town of Webster provides Blue Choice or Blue Choice Select and Preferred Care or Preferred Care Community as the base plans (see 1997-98 Agreement between Town of Webster and the Webster 100 Club). All of the above allow employees who desire to continue with Blue Million coverage the option to do so, but the employee must pay the difference in cost between the Blue Million plan and the offered base plan.

Of additional significance to the Panel's determination herein is the fact that the Greece police supervisors, in the 1997-98 Agreement, accepted Blue Choice or Preferred Care as the base plan, with new members of the unit<sup>3</sup> receiving Blue Choice Select or Preferred Care Community as the base plans.

The Panel finds that changes to the health insurance coverage are warranted based on the comparables utilized, and that other aspects of the health insurance program, including the current contribution made by those employees hired after 2/1/94, should be modified as well. Such modifications, as part of the overall package found herein, puts Greece squarely within the comparables.

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<sup>3</sup> Those hired or promoted to the supervisor's unit subsequent to 7/16/96.

Accordingly, it is the determination of the Panel that the following modifications to the health insurance provisions contained in Article 16 of the 1993-95 Agreement, as modified by the Interest Arbitration Award for 1996-97, shall be effective within 30 days of the Date of this Award. Except as modified herein, all other provisions of Article 16 previously in effect shall be continued. The modifications are as follows:

1. The base medical insurance plans offered shall be Blue Choice Select and Preferred Care Community, at the selection of the unit member. The Town shall cover 100% of the monthly premium cost of either of the above plans for all unit members. Those unit members currently contributing 10% of the cost of medical insurance shall no longer be required to do so for coverage in either of the above plans.
2. A unit member may elect to enroll in Blue Cross/Blue Shield Blue Million, or Blue Choice plan, or Preferred Care plans, but shall be responsible for paying the difference in cost between the Town's contribution to the base plan (higher cost of Blue Choice Select and Preferred Care Community) and the cost of the plan selected by the unit member. This payment shall be made by payroll deduction.

3. The Town shall establish a Self Insured Medical Reimbursement Plan, pursuant to IRS ¶ 105, for the benefit of those unit members enrolled in either the Blue Choice Select or Preferred Care Community plans. This Self Insured Medical Reimbursement Plan shall reimburse each enrollee up to \$400.00 per year for out of pocket co-payments for physician office visits. Appropriate documentation must be furnished for reimbursement
4. A unit member may elect to enroll in a medical insurance plan offered in the community, sponsored by Blue Cross/Blue Shield or Preferred Care, whose premium cost is less than the Town's contribution for a member enrolled in the higher cost of the base plans. Such member shall thereafter be reimbursed by the Town for 50% of the savings for each month enrolled in the community plan. Such payment will be made in the first pay period of December of each year.
5. If a retiree relocates to an area that does not have reciprocity or affiliation with the local HMO's with which the Town participates, and the retiree wishes to participate in a non-affiliated HMO, the Town will contribute the cost of the premium directly to that HMO in an amount not to exceed the Town's contribution to the higher cost base plan.
6. Regarding the Dental coverage, the Town shall contribute \$25.00 per month for each single contract and \$42.00 per month for each family contract to a dental plan.

**WAGES**Association Position

The paramount issue as articulated by the Association is the award of an appropriate wage increase so that Greece police may maintain their relative position in comparison with police officers in the greater Monroe County area, and in particular, with police in Brighton, Gates, Irondequoit and Webster. The Association is seeking a 7% salary increase for each of the two years to be covered by this Award.

The Association argues that wages must be considered in relation to other compensation factors, including longevity payments and whether or not employees contribute towards health insurance coverage. When the entire compensation package for Greece police is compared against that offered by the comparable police departments, Greece police remain under compensated in terms of true overall earnings. This becomes particularly apparent when compensation is compared over a 20 year career. This is due to the fact that longevity payments for Greece police are extremely low when viewed against that offered by the comparable police departments. When the total compensation package of Greece police is viewed in the overall context, they remain the lowest paid of the comparable departments. In order to remedy this inequity, the Association requests that the salary demand be accepted.

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Town Position

The Town has offered unit members a similar wage increase as that offered to the police supervisors for 1998-99 (3% each year) but only if the police unit accepts the health insurance changes which were accepted by the supervisors. Even if the police unit accepts such changes, the Town has not had the benefit of the health insurance savings during the past two years and must decrease the salary offer to compensate for the fact that no savings was accomplished, contrary to what occurred in the police supervisors unit.

The Town further maintains that the police are not entitled to salary increases beyond what other comparable police departments have received in 1998 and 1999. No other police department has received a 7% salary increase in either year. The published CPI for 1998 was 1.6% and for 1999 was 1.8%; the current wages paid to unit members certainly have not fallen due to inflation. Further, while Greece police may not have the same longevity payment structure as other departments, they have additional benefits which must be added to the overall compensation package. Such benefits include an extremely high educational incentive payment and a retention incentive package which provides additional monies and vacation days to officers with 20 plus years of service with the Town. In summary, the Town maintains that Greece police remain fairly compensated even if no salary increase was provided for 1998-99.

Panel Determination

In determining the appropriate salary increases for Greece police, the Panel has carefully reviewed salaries and other terms and conditions of employment for police officers working in the comparable police departments within Monroe County. As previously stated *supra* in this Award, the Panel finds that the towns of Brighton, Gates, Irondequoit and Webster, in addition to the Greece police supervisors, are the most appropriate comparable jurisdictions under the statutory criteria.

Further, a review of the salary increases provided in 1998 to other police in the comparable departments within Monroe County, including Greece police supervisors, indicates that all received a 3% salary increase. The Panel finds that the appropriate salary increase for Greece police for 1998 is a 3% increase as well, effective 1/1/98 and fully retroactive to that date, which is fair and appropriate, and is within the Town's ability to pay.

For 1999, a review of comparable police departments indicates that salary increases ranged from 3% in Gates and for Greece police supervisors, to 3.75% in Irondequoit, and to 4% in Brighton and Webster. Based on the overall package provided herein, the Panel finds that the appropriate salary increase for Greece police for 1999 is a 4% increase, effective 1/1/99. While slightly higher than that provided to some of the comparables, the Panel is not increasing the longevity schedule payments as sought by the

Association. The salary increase, effective 1/1/99 and fully retroactive to that date, is fair and appropriate, and will allow Greece police to maintain their relative standing when compared with the overall compensation package provided in the other comparable police jurisdictions. Such increase is also within the Town's ability to pay.

For the year 2000, a review of comparable police departments indicates that salary increases ranged from 3% to 3.75%, with the Greece police supervisors receiving a 3% increase, subject to a wage adjustment based on the CPI for the year. The Panel has determined that a slightly higher increase is warranted, based on the extensive cost savings package accepted by unit members in relation to health insurance coverage. As previously indicated in this Award, all unit members will now be covered by the lower cost base plans of Blue Choice Select or Preferred Care Community. This is a package which goes further than that previously accepted by the police supervisors, the majority of whom are still provided the more expensive Blue Choice or Preferred Care plans as the base plan. Such change in health insurance plans provides significant savings to the Town for the year 2000 and thereafter, and helps to fund the increases provided herein. Therefore, the Panel finds that the appropriate salary increase for Greece police for 2000 is a 4% increase, effective 1/1/00 and fully retroactive to that date, which 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 1/1/98, and fully retroactive to that date, salaries shall be increased by 3%.
2. Effective 1/1/99, and fully retroactive to that date, salaries shall be increased by 4%.
3. Effective 1/1/00, and fully retroactive to that date, salaries shall be increased by 4%.
4. All salary increases provided herein 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.

## **COMPENSATORY TIME BANK**

### Background

Currently, unit members are allowed to accrue compensatory time in lieu of overtime up to 125 hours total, as provided in Section 10.7 of the 1993-95 Agreement.

### Association Position

The Association seeks an increase to allow members the option of accruing compensatory time to a maximum of 480 hours. The Association supports this proposal by indicating that the Fair Labor Standards Act (FLSA) allows accumulation for police officers up to a maximum of 480 hours. This accumulation lessens the burden on the Town to provide overtime compensation and would have a positive impact on reducing overtime costs borne by the Town.

### Town Position

The Town is opposed to the proposal to increase the compensatory time bank to 480 hours because it would drastically increase the Town's financial liability and its staffing. Such a large compensatory time bank would have an ever escalating value when carried over from year to year at higher salary rates.

### Panel Determination

The Panel notes that the police supervisors unit are allowed to accrue compensatory time up to a maximum of 150 hours. This is the proper comparable for unit members in this area and therefore, the compensatory time bank maximum shall be increased to 150 hours.

AWARD ON COMPENSATORY TIME BANK

Effective on the Date of this Award, Section 10.7 of the 1993-95 Agreement shall be modified to increase the compensatory time bank to allow for accumulation to a maximum of 150 hours.

**FOOTWEAR STIPEND**

Association Position

The Association is seeking a footwear stipend for all unit members, in the amount of \$150.00 per year. In support of this proposal, the Association indicates that currently, police supervisors covered by the Gold Badge Club Agreement receive \$100.00 per year for the purchase of footwear.

Town Position

The Town is opposed to a footwear stipend and notes that if granted, it should not exceed that which is provided to police supervisors.

Panel Determination

The Panel finds that a footwear stipend comparable to that provided to Greece police supervisors is appropriate.

AWARD ON FOOTWEAR STIPEND

Effective 12/1/99 and retroactive to that date, unit members shall receive \$100.00 per year as a footwear stipend.

### **RETENTION OF JURISDICTION**

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

### **REMAINING ISSUES**

#### Discussion on Remaining Issues

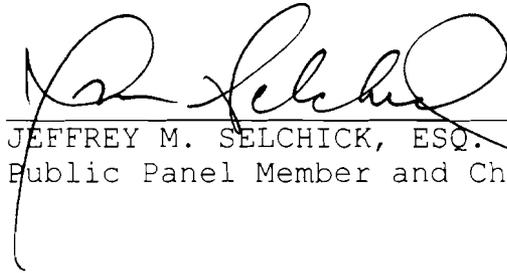
The Panel has reviewed in great detail all of the demands and proposals of both parties, as well as the extensive and voluminous record in support of said proposals. The fact that these proposals have not been specifically addressed in this Opinion and Award does not mean that they were not closely studied 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.

**DURATION OF AWARD**

This Interest Arbitration Award covers the period commencing 1/1/98 and continuing through 12/31/00, as expressly agreed upon by the parties herein.



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

1-12-2000  
Date  
of Award

(Concur)



JOANNE CALVARUSO  
Employer Panel Member

1-12-2000  
Date

(Concur)



RONALD G. EVANGELISTA  
Employee Organization Panel Member

1/14/2000  
Date

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

On this 12<sup>TH</sup> day of April 2000, 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 02

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

On this 12<sup>th</sup> day of April 2000, before me personally came and appeared Joanne Calvaruso, to me known and known to me to be the individual described in the foregoing Instrument, and she acknowledged to me that she executed the same.

**MAURA C. SMITH**  
Notary Public, State of New York  
No. 5014650  
Qualified in Monroe County  
Commission Expires July 6, 2001

Maura C. Smith  
Notary Public

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

On this 12<sup>th</sup> day of April 2000, before me personally came and appeared Ronald G. Evangelista, 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.

**MAURA C. SMITH**  
Notary Public, State of New York  
No. 5014650  
Qualified in Monroe County  
Commission Expires July 6, 2001

Maura C. Smith  
Notary Public