

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of Impasse Between:

BRIGHTON POLICE PATROLMEN'S
ASSOCIATION,

Petitioner

-And-

TOWN OF BRIGHTON

OPINION & AWARD

**PERB CASE NO.
IA2003-022; M2003-013**

BEFORE:

PUBLIC PANEL MEMBER AND CHAIRPERSON

Dennis J. Campagna, Esq.
Public Panel Member and Chairperson
9120 Michael Douglas Drive
Clarence Center, N.Y. 14032-9278

EMPLOYEE ORGANIZATION PANEL MEMBER

Ronald G. Evangelista,
Employee Organization Panel Member
Rochester Locust Club, Inc.
1425 Lexington Avenue
Rochester, N.Y. 14606

PUBLIC EMPLOYER PANEL MEMBER

Bernard Winterman,
Public Employer Panel Member
314 Willowbend Road
Rochester, N.Y. 14618

PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

FEB 14 2005

501 COLLEGE ST. ROCHESTER, NY 14607

PRELIMINARY STATEMENT

The Town of Brighton, ("Town"), and the Brighton Police Patrolmen's Association, ("Association"), are parties to a collective bargaining agreement with effective dates January 1, 2000 through December 31, 2002. Negotiations for a successor to the 2000-2002 Collective Bargaining Agreement began on or about October 22, 2003. On April 24, 2003, the Town filed a Declaration of Impasse with the Public Employment Relations Board, ("PERB"), and requested mediation. On November 10, 2003, following a series of unsuccessful mediation efforts conducted by PERB, the Association filed a petition for compulsory interest arbitration.

On December 10, 2003, PERB, pursuant to Section 209.4 of the New York State Civil Service Law, designated the foregoing Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute existing between the Town and the Association.

In arriving at a just and reasonable determination of the matters in dispute, the Panel considered the following:

- a. Comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding with 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.

One day of evidentiary hearing took place on June 28, 2004. At such hearing, each party was afforded, and took full advantage of the right to call and examine witnesses, as well as the right to introduce relevant evidence. Following said hearing, the Public Arbitration Panel members convened in an executive session for three consecutive days consisting of July 6, 7 and 8, 2004. The following issues were submitted and acted upon by the Public Panel pursuant to the statutory criteria set forth above:

1. Term of the Award
2. Salaries
3. Health Care
4. Grievance Procedure Changes
5. Compensatory Time
6. K-9 Allowance
7. Health Care Coverage for non-retired Officers who are Section 207-c eligible

BACKGROUND

The Town of Brighton ("Town"), is located in the eastern part of Monroe County, bordered on the North by the Town of Irondequoit, on the West by the City of Rochester, on the South by Henrietta and Pittsford, and on the East by Penfield. The legislative authority of the Town is vested in the Town Board which consists of five members, including the Supervisor who serves as its Chief Executive Officer. The Town covers an area of approximately 15.47 square miles, and has a population of 35,588. The Town is primarily residential with an aggressive retail district and several smaller businesses that contribute to the local economy. The Town has one school district with approximately 3,612 students. The School District uses the Town's assessment rolls as their basis for taxation of property located within the Town.

The Brighton Police Patrolman's Association ("PPA"), is the sole and exclusive bargaining representative for all police officers of the Brighton Police Department with the rank of Patrolman, Sergeant and Lieutenant. The Unit is comprised of 38 sworn officers which includes thirty Patrol Officers, six Sergeants and two Lieutenants. The gross payroll for the bargaining unit for 2002 was \$2,502,131.78, for an average of \$65,845.57 per unit member.

In addition to the PPA, the approximately 40 employees employed by the Town's Highway and Sewer Department (blue collar) are represented by the Civil Service Employees Association, ("CSEA").

THE ISSUES

A. TERM OF AWARD

On July 7, 2004, Sandra L. Frankel, Town Supervisor, issued a letter summarizing actions taken by the Town Board. Ms. Frankel's letter noted, in relevant part, that "[t]he Town of Brighton Town Board has authorized an extension of the Interest Arbitration Award decision limit beyond the two (2) year statutory limit to a maximum limit of no more than four (4) years." (Copy attached) Accordingly, the Panel has makes the following Award:

Term of Interest Arbitration Award: January 1, 2003 through December 31, 2006.

B. WAGES

PPA's Proposal on Wages

Effective January 1, 2003, increase the base wages by 4.0%.

Effective January 1, 2004, increase the base wages by 3%

Effective July 1, 2004, increase the base wages by 3%

All monies generated by the foregoing percentages would be fully retroactive.

Town's Proposal & Position on Wages

It is the Town's position that wage increases, if any, are contingent upon changes in the Health Care plans currently in effect. However, assuming such changes, the Town is prepared to increase the base wages by 2% in each year of the Award's term.

With respect to the issue of retroactivity, it is the Town's position that wage increases should be retroactive to the same extent as the changes in Health Care. Accordingly, to the extent that the bargaining unit is prepared to reimburse the Town the difference between the current Blue Choice Select Extended or Preferred Care Community premium amounts and the premium amounts associated with the Plan(s) ultimately selected retroactively, the Town is then prepared to reciprocate with retroactive wage rate increases.

With respect to the Town's position on Wages, the Town maintains that the financial ability to pay encompasses much more than its ability to raise the funds necessary to meet the PPA's demand. While the Town has not raised an inability to pay, it maintains that it is unwilling to concede to the PPA's demands, and that its unwillingness to pay the wages and benefits demanded by the PPA is based upon its belief that the PPA has been unable to provide sufficient justification to support its demands. Clearly, the Town asserts, the interests and concerns of the tax payers must be taken into consideration, particularly given the fact that there is a high concentration of senior citizens as Town Residents, constituting about 25% of the Town's population, who are on a fixed income and who, therefore, are unprepared to accept a substantial increases in property taxes in order to meet the PPA's demands. In addition, the Town notes that a "large number" of its residents lost their employment at Eastman Kodac Co. and Xerox Corporation over the last few years, residents who can not afford substantial increases in their property tax bill.

Finally, the Town maintains that wage increases per se cannot be considered in a vacuum. In this regard, the Town maintains that the costs associated with wage increases must be considered with those costs associated with other PPA benefits, the most costly of which is Health Insurance, for which the Town currently pays the full costs for active employees, together with a sizable contribution for its retirees.

The PPA's Position in Support of its Proposal on Wages

As its initial point, the PPA notes that the Town and the PPA have agreed that the Town's "ability to pay" is not in dispute. The dispute that exists the PPA notes is a determination as to the proper salary that is just and reasonable for the years at issue. Clearly, the PPA asserts, meeting its wage increase demands will not have a detrimental affect on the Town's budget. In this regard, the PPA maintains that it is undisputed that the Town's ability to balance its budget rests primarily upon the ability to levy real property taxes. As of the conclusion of the 2001 fiscal year, the Town had a debt margin of \$128,169,000, having utilized approximately 3.4% of its constitutional debt limit. Among the comparable towns in Monroe County¹ the PPA maintains that only Gates utilizes a lower percentage (2.8%). Webster (10.4%), Greece (12.3%), and Irondequoit (17.2%) all utilize a significantly larger amount of their debt limits.

Next, the PPA maintains that the Town of Brighton enjoys a sizable and steadily increasing real property tax base. Over the past decade the assessed value of real property in the Town has increased by over \$300 million, providing the Town with a reliable and growing source of revenue. Accordingly, the PPA asserts, given this increasing tax base, the Town has been able to balance its recent budgets while reducing taxes. In addition the PPA asserts that the Town has also witnessed a \$120,000 dollar increase in sales tax revenue over the past year, and currently has approximately \$200,000 more in total revenue as compared to the same time last year.

¹ The PPA maintains that these comparable Towns are Irondequoit, Webster, Greece and Gates. The Town would add the Town of Ogden to the list suggested by the PPA. At the time of the hearings in this matter, the majority of these municipalities were themselves bargaining or on the verge of bargaining, and therefore the Panel determined that they could therefore offer little help in the determination of future wages and benefits for Town officers.

Given the foregoing, the PPA maintains that the Town has the assets to pay for the economic benefits sought.

Discussion on Wages

Since the issue of Wage rate increases is inexorably intertwined with a final determination on Health Insurance coverage, it is the Panel's determination that these two issues will be addressed together.

C. HEALTH INSURANCE

The Town's Position

Currently, the Town pays the full cost associated with premium amounts for all members of the bargaining unit who select single or family coverage in either of the two plans offered – Blue Choice Select or Preferred Care Community. Retired police officers are given their choice of plans for which the Town pays the full premium amount provided the retiree does not have coverage through another source – the Blue Choice Select Extended or Preferred Care Community plans, if under age 65, or the Blue Choice Senior or Preferred Care Gold, if age 65 or older. The Blue Choice Select premium increase experienced by the Town from January 1, 2000 to January 1, 2003 was \$217.59 per month, representing an increase of 51.7%. The premium increase for the Preferred Care Community Plan during this same time period was \$176.35 per month, representing an increase of 40.4%. It is the Town's position to cap their contribution levels at the premium rates in effect on December 31, 2002, thereby shifting the payment of any increased premium rates above these levels to the Employee or Retiree as the case may be.

In addition to the premium increases noted above, the impact of the cost of health insurance offered to retirees is of significant value. In this regard, the Town notes that police officers are eligible to retire after 20 years of service, and accordingly, an officer

who retires at age 45 for example, is entitled to health coverage that will obligate the Town to pay a much greater premium until that retiree reaches age 65, at which time Medicare becomes the primary carrier.

In support of its position for change, the Town offers the following:

- In addressing health care coverage for retirees, the Town notes that such a benefit will soon become a past memory. For example, the Town notes, on November 1, 2002, Xerox Corporation, noted as one of the most liberal for health care benefits for its employees, announced that it would freeze the health benefits of about 6000 retirees at the 2003 levels, thereby avoiding future increase obligations.
- Next, the Town notes that the CBA between it and the CSEA, currently in the process of negotiations, provides a 20% contribution level by retirees hired subsequent to January 1, 1976.
- Finally, the Town notes that the recent police settlement between the Town of Ogden and the Ogden Police Club approved a change in the base health care plan, resulting in a 16.3% savings for the Town of Ogden's health care obligations.

The PPA's Position on Health Insurance

The PPA finds the Town's proposal "totally unacceptable." Twice before, in 1994 and in 1998, the PPA agreed to a modification of the health plan in an effort to save the Town money. Each time, the PPA noted, these modifications cost each bargaining unit member out of pocket monies as a result of increased co-pays. Accordingly, the PPA argues, "enough is enough". While acknowledging the increased cost of providing health care coverage, the PPA notes that the Town has not demonstrated a need to shift this financial burden to individual employees.

In addressing the Town's proposal as it applies to retirees, the PPA notes that retirees are often on a fixed income and can ill afford to be saddled with increased premium payments. Moreover, the PPA argues, there are a number of active employees who have planned their future retirement on the basis of what the Town has traditionally provided – free health care. To change the Town's contribution at this time would be detrimental and unfair to this class of employees. Finally, the PPA maintains that any health insurance plan provided to retiring officers should be "portable". In this regard, the PPA notes that many of its retirees have become "snow birds", and find that other states such as Florida will not accept their health insurance plan. Accordingly, the PPA proposes that in such cases, the Town should be obligated to make the same cash contribution towards a health insurance plan selected by the officer in another locale.²

DISCUSSION ON WAGES AND HEALTH INSURANCE

As an initial and crucial starting point, the Town acknowledges that they employ a superior police force who continually portrays the Town in a positive light. The Town also recognizes the inherent danger associated with the duties of a police officer, particularly post 9-11. Accordingly, in keeping with this acknowledged asset, where, as here, the Town is intent on maintaining its superior police force, then they must, at a minimum, be prepared to expend the resources required to find a reasonable wage and benefit package.

While the Town and the PPA have approached the issue of Wage increases from differing vantage points, neither submitted specific salary comparisons but rather relied on other factors to justify their respective positions. Moreover, the parties have approached the issues of wages and benefits in a sophisticated fashion, with the recognition that the days of treating health insurance as a stand-alone economic item is long gone.

² On the issue of Portability, the Town found the concept acceptable, provided any monies spent by the Town were used for health coverage. The Town's position on Portability is contingent, however, on realistic changes made to the current system of health insurance.

This Panel recognizes that the Town, by prudent budget practices, has been able to contain real property tax increases. However, good fiscal management, as a crucial element in today's society, is not incompatible with a fair wage and benefit package.

On the **issue of wages**, the parties thankfully have not taken polar positions:

YEAR	PPA POSITION	TOWN POSITION
2003	4%	2%
2004 (Jan. through June.)	3%	2% (Jan. through Dec.)
2004 (July through Dec.)	3%	
2005	3%	2%
2006 (Jan. through June.)	3%	2% (Jan. through Dec.)
2006 (July through Dec.)	3%	

On the issue of **Health Insurance**, the Town has taken the position that obligates, for the first time, the contribution by unit members (and retirees) toward the premium cost associated with health care coverage. A careful review of the Town's proposal reveals that the Town's true interest is in saving money by stemming the tide on its costs associated with health care coverage.

A review of the 2004 Blue Choice Value plan's premium rates as compared to the current (Select) plan reveals that a switch to the Value plan will result in significant savings for the Town with no change in the coverage offered and a modest increase in co-payments, averaging approximately \$5.00 for each office visit:

COVERAGE	SELECT ('04)	VALUE ('04)	No. Enrolled
SINGLE	\$260.73	\$224.06	6
SPOUSE (2 Person)	\$599.56	\$515.44	3
FAMILY (W/Spouse)	\$656.54	\$564.38	2
FAMILY	\$690.84	\$593.79	22

A careful review of the foregoing chart makes it eminently clear that it is indeed possible to meet the interests of both parties in this matter – superior employer-provided health care coverage at a reasonable cost. Moreover, any increased cost to the officer is minimal, and only witnessed at the time the officer or his/her family utilizes the services of a health care provider. In addressing a system that requires a percentage contribution by bargaining unit members who take health care coverage, this Panel is not persuaded that a fixed percentage contribution rate is required in this matter given the costs that can be realized with a change in the plan from Select to Value. Moreover, it is undisputed that the inherent danger associated with police work and the daily responsibilities required of a police officer, to protect and serve the general public, set police personnel apart from other Town employees who may have agreed to such a contribution method.

Following a careful analysis of the wage arguments submitted, assessing the hazards of employment of a Town Police officer with other municipal employees and an analysis of the financial resources of the Town, the Panel is persuaded that the following Award represents a reasonable adjustment to **wages and health insurance benefits**.

Therefore, the Panel makes the following **AWARD**:

1. ON THE ISSUE OF HEALTH INSURANCE

Article 13, Sections 1 and 5 of the CBA shall be amended as follows:

Effective October 1, 2004, the base health insurance plan shall be changed from the Blue Choice Select Extended or Preferred Care Community to the Blue Choice Value or Preferred Care Opportunity.

- In addition to the foregoing change, the following language shall be added to **Section 1**: “Each year, employees who prefer coverage under the Blue Choice Select Extended or Preferred Care Community plan shall pay 50% (fifty percent) of the difference between the Blue Choice Select Extended and

Blue Choice Value plan, or 50% (fifty percent) of the difference between the Preferred Care Community and Preferred Care Opportunity plan. The Town will establish a mechanism for pre-tax payroll deductions for those employees selecting either option noted.”

- In addition to the foregoing change, the following language shall be added to **Section 1**: “It shall be the employee’s responsibility to initiate membership in the medical or dental coverage plans and to promptly report to the Director of Personnel, any changes in family status and/or qualifying event within thirty (30) days of said event. Any costs incurred by the Town as a result of an employee’s failure to promptly report a change in family status and/or qualifying event, will be an obligation of the employee. The Town will have the authorization to deduct any reimbursement payments incurred as a result of failing to properly notify the Town of a change(s) in family status directly from the employee's paycheck. The Town and the Association agree to discuss the amount and frequency of reimbursement so as to not subject the employee to financial hardship.”
- In addition to the foregoing language, the following language shall be added to **Section 5**: “Employees hired on or after September 1, 1973, who retire from active service in the Brighton Police Department, will receive ninety percent (90%) of the cost of the premium for family, sponsor, or individual contract of insurance consisting of Blue Choice Value or Preferred Care Opportunity, if under the age 65, or Medicare Blue Choice or Preferred Care Gold, if age 65 or older. The employee shall pay quarterly, in advance, the other ten percent (10%). Such benefits will terminate upon the death of the retired employee; however, his or her spouse may continue the full costs of such benefits. If a retiree covered by this paragraph works for an employer who offers a hospitalization plan without riders and that employer pays at least ninety percent (90%) of the premium, the retiree must take that employer’s plan. When a retiree no longer works for such an employer, he or

she may return to the Town's plan and receive the benefits provided for in this paragraph. In the event that the plan, as described, is no longer available, the Town may provide a substantially equivalent plan.

- In addition to the foregoing change, the following language shall be added to **Section 5**: "Each year, any retiree eligible for coverage under the Blue Choice Value or Preferred Care Opportunity plan who prefers coverage under the Blue Choice Select Extended or Preferred Care Community plan shall pay 50% (fifty percent) of the difference between the Blue Choice Select Extended and Blue Choice Value plan, or 50% (fifty percent) of the difference between the Preferred Care Community and Preferred Care Opportunity plan."
- In addition to the foregoing change, the following language shall be added to **Section 5**: "In the event an employee retires from active service from the Brighton Police Department on or after October 1, 2004 and moves out of the Rochester area where coverage by Blue Choice Select/Value or Preferred Care Community/Opportunity, Medicare Blue Choice and Preferred Care Gold (or their substantial equivalent) are unavailable, the Town agrees to pay directly to a health care provider in which the retiree is a member, on behalf of the retiree participant, up to the same dollar amount which constitutes the Town's premium cost obligation as set forth herein. The retiree is required to submit to the Town the bill from the retiree's health care provider."

2. ON THE ISSUE OF WAGES

Year 1: 3% (effective January 1, 2003)

Year 2: 3% (effective January 1, 2004)

Year 3: 2% (effective January 1, 2005), and 2% (effective July 1, 2005)

Year 4: 2% (effective January 1, 2006), and 2% (effective July 1, 2006)

D. CHANGE IN THE GRIEVANCE PROCEDURE

The current definition of a Grievance involves “[a] dispute regarding the application or interpretation of a specific provision of this Agreement, except that in no event will any dispute which is subject to the following statutes be considered a grievance under the terms of this Agreement . . . “ The procedure itself also includes a step that addresses appeals at the Town Board level.

The PPA proposes to expand the foregoing definition to include “[a] dispute over the implementation, interpretation or application of any term and condition of employment.” The PPA also proposes the elimination of the Town Board step.

As it rational for a broadening of the Grievance Definition, the PPA maintains that the arbitration of unresolved disputes represents the preferred method of review, providing an expeditious method of review in a cost-effective fashion. The alternative to grieving “unilateral changes in terms and conditions of employment” is filing an Improper Practice charge with PERB, a time consuming and costly process. With respect to its proposed elimination of the Town Board step of the Grievance Procedure, the PPA maintains that the result is a stream-lined process designed to get redress more expeditiously. Moreover, the PPA urges that if the Town Board wants input into the process, there is nothing precluding such input at the remaining pre-arbitration stage of the procedure.

The Town, on the other hand, sees nothing wrong with the status quo, and views the PPA’s proposal as an invitation for more grievances.

Discussion

The Panel has determined that while the PPA’s proposed change in the definition of a grievance has merit to the extent of resolving alleged infractions in a timely and cost-

effective fashion, it cannot agree to the elimination of the Town Board step of the grievance procedure. Accordingly, the Panel makes the following **AWARD**:

Article 5, Grievance Procedure, at Section 2, Definitions shall be modified as follows:

- a. **Definitions.** For purposes of this agreement, a grievance shall be defined as a dispute regarding the application or interpretation of a specific provision of this Agreement, or a unilateral modification of a past practice which the Union considers to be binding upon the Town, except that in no event will any dispute which is subject to the following statutes be considered a grievance under the terms of this Agreement:

The remainder of the Grievance Procedure shall remain unchanged.

E. COMPENSATORY TIME

The current language of Article 15, Work Schedule, provides officers with the option of accumulating up to 100 hours of compensatory time. The PPA has proposed increasing this figure to a new maximum of 240 hours. In addition to this change, the PPA has proposed new language that addresses the use of Compensatory Time as follows:

The parties agree that all compensatory time off shall be used, at the member's request, pursuant to the following:

If any member chooses to use compensatory time and makes a request at least 30 days in advance:

1. The department shall notify the requesting member within five (5) working days after receipt of the request.
2. Requests shall be considered according to the order in which they were received considering the earliest request first.
3. If, in the event that two or more members make a request for the same time, on the same day, then the member who is more senior will have his request considered

first.

4. In the event that a member properly submits a request to use compensatory time, and the department fails to respond within five (5) working days of receipt of said request, and the member works during the period that he had requested to use compensatory time off, then the member shall be paid time and one-half for that period. The member shall also retain the hours of compensatory time he had requested.
5. All requests for the use of compensatory time, and the department's response, shall be in writing with a copy submitted to the Union. Members shall not be denied the use of compensatory time off unless said use unduly disrupts the function of the department.
6. Members who request to use compensatory time with less than 30 days notice shall be considered using the current factors that are in effect as of October 1, 2002.

It is the PPA's position that an increase in the maximum accumulated Compensatory time hours will provide a helpful benefit at the time of retirement. In addressing its proposed language, the PPA maintains that compensatory time is time the Officer has earned, and accordingly, is his or hers to use at reasonable times. The thrust of the proposed language makes it clear that where an officer requests the use of his/her compensatory time at least 30 days prior to its anticipated use, where the Town either fails to act on such request, or acts to deny it, absent a genuine emergency, the officer would receive overtime pay for the time worked

The Town objects to the changes proposed by the PPA, particularly with respect to the new language, maintaining that the current system has worked well, and the PPA has not demonstrated otherwise. Moreover, the Town maintains that the PPA's proposed language will result in a "bureaucratic nightmare, peppered with bobby traps and potholes, making it fertile ground for grievances and arbitration." (Town Brief at page 20)

Discussion

While the Panel has determined that there is merit to the PPA's proposal to increase the total accumulated Compensatory Hours, it has also concluded that respectfully, the PPA has been unable to persuade it that there is a substantive need for the language it proposes. Accordingly the Panel makes the following **AWARD**:

Article 15, Work Schedule, at Section 20, shall be modified to the extent noted below:

Employees shall be allowed to accumulate compensatory time up to a maximum of two hundred forty (240) hours. If an officer elects to receive pay in lieu of this compensatory time, he shall submit this request on the prescribed departmental form when this compensatory time is earned and in that payroll period. Such accumulated time may be taken off only with the approval of the Chief or his designee in accordance with staffing needs. Such time may be paid in lieu of time taken of only upon retirement or termination.

The remainder of Article 15, Section 20, shall be unchanged.

F. K-9 ALLOWANCE

Background

The Town has a K-9 squad consisting of two dogs and two handlers who have volunteered to perform all duties inherent to the K-9 assignment. By agreement dated April 9, 2000, the Town and the PPA agreed to additional compensation for each of the two handlers at the rate of two hours pay per pay period (2 weeks), at a straight time rate. Currently, this stipend equates to an hourly rate of \$29.43 per hour, or \$1530.00 per year.

The PPA's Proposal

The PPA, reflecting the position of the two K-9 officers, has proposed that each officer receive a stipend calculated on the basis of 20 minutes per day, at a time and one half times each officer's base hourly rate of pay. The PPA argues that this stipend more adequately reflects the actual time each K-9 officer spends in caring for their dog.

The Town's Position

While the Town does not disagree with the PPA's position of 20 minutes per day as a realistic time each K-9 officer spends caring for their dog, it maintains that since the care and feeding of their dog outside regular work hours is a separate and distinct function from police work. Accordingly, the Town maintains that each K-9 officer should receive a daily stipend calculated by multiplying one hour each day times time and one half (1 ½) of the *minimum wage rate*. This method of payment has been adopted by the Town of Webster, who has since divested itself of the K-9 function, as well as the Monroe County Sheriff's Department and its Union.

Discussion

At its current calculation, each K-9 officer receives approximately \$903.00 per year. The Town's proposal of one hour daily, at the rate of time and one-half based on the minimum wage rate (currently \$5.15), results in an annual stipend of \$2819.63, over three-times the current stipend. The Panel finds the Town's proposal acceptable, and accordingly, makes the following **AWARD**:

All members assigned to a K-9 dog shall receive additional compensation of one hour of the Federal minimum wage at the overtime rate for every day the unit member is responsible for the K-9 dog. Payment shall be bi-weekly.

G. Health Coverage for Section 207-c Eligible Employees

The PPA's Proposal

The PPA seeks contractual language that guarantees that Section 207-c eligible employees continue to receive health coverage pursuant to the CBA. It supports this position on the basis that an officer who is injured in the line of duty deserves, at a minimum, to be assured that health coverage for him/her and his/her family will continue throughout the period of recovery.

The Town's Response

While the Town indicated its respect and concern for any officer injured in the line of duty, the Town maintains that the Statutory provision of Section 207-c more than adequately provides Section 207-c eligible officers with the benefits they deserve – which includes tax exempt pay for their period of disability or until the officer becomes retirement eligible on the basis of his/her disability.

Discussion

While the topic of the benefits received by officers injured in the line of duty has stirred serious debate in Albany, and has become an emotionally charged subject on every home front, the fact remains that the public has entrusted its safety and well being to its police force, a profession where the inherent dangers and the daily responsibilities required set police personnel apart from other employees of the Town. Moreover, and thankfully, we are talking about a benefit that has, at least to this date, affected few officers in the Town. Accordingly, given this background, while the Panel is amenable to the concept of health coverage continuation for Section 207-c eligible employees, it finds that the PPA's concern in this regard can be accommodated by way of a side Memorandum of Agreement, rather than through a change in the CBA per se. With this said, the Panel makes the following **AWARD**:

Non-retired officers who are Section 207-c eligible shall continue to receive health care coverage per the collective bargaining agreement. This will be added to a memorandum of agreement on this subject.

H. Retroactive Effect

While the Panel is in agreement that to the extent applicable, the forgoing terms of this Interest Arbitration Award shall have full retroactive effect for all active bargaining unit members on the payroll as of September 21, 2004, the Panel is not in agreement regarding its retroactive effect to those current retirees who were on active payroll at any period of time from January 1, 2003 to the September 21, 2004. In this regard, it is the Town's position that only those who enjoy active police status at the time this Award is executed should benefit from retroactivity, most notably in the area of wage increases. The Panel believes that this issue effects two individuals who are currently retired.

Discussion

A majority of this Panel believes that where any current retiree may have been on the payroll thereby reflecting active status as a Town Police Officer as of January 1, 2003, is entitled to retroactive effect of this Interest Arbitration Award. Accordingly, the Panel makes the following **AWARD**:

The terms of this Interest Arbitration Award shall have retroactive effect for all bargaining unit members who were on the Town of Brighton's payroll as of January 1, 2003.

WHILE THE EMPLOYEE ORGANIZATION AND PUBLIC PANEL MEMBERS AGREE, THE PUBLIC EMPLOYER PANEL MEMBER RESPECTFULLY DISSENTS.

I. Retention of Jurisdiction

Finally, while implementation of the foregoing terms are unlikely to result in any dispute the parties are themselves unable to resolve, the Panel is of the realistic opinion that the chance of an unresolved impasse, although remote, none-the-less always exists.

Accordingly, the Panel makes the following **AWARD**:

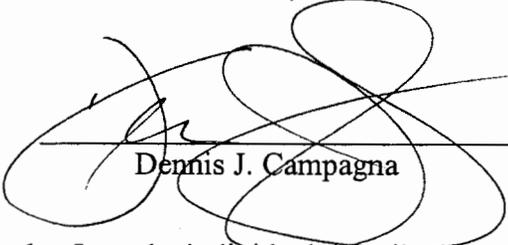
The Panel members agree that the Panel Chairperson shall retain jurisdiction for the sole purpose of addressing any issues relative to the implementation of this Award that the parties are unable to resolve.

CONCLUSION

In conclusion, this Panel believes that the foregoing wage and benefit package represents a reasonable adjustment to the current collective bargaining agreement and is within the Town's ability to afford.

ACKNOWLEDGMENTS

I, Dennis J. Campagna, do hereby affirm that I am the individual described herein and who executed the within award on December 17, 2004.



Dennis J. Campagna

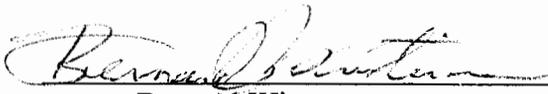
1/15/05

I, Ronald G. Evangelista, do hereby affirm that I am the individual described herein and who executed the within award on 2/19/05.



Ronald G. Evangelista

I, Bernard Winterman, do hereby affirm that I am the individual described herein and who executed the within award on 1/19/05.



Bernard Winterman