

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X
In the Matter of Compulsory Interest Arbitration

between

TUCKAHOE POLICE ORGANIZATION ³⁴⁰¹⁰

Petitioner,

and

VILLAGE OF TUCKAHOE

Respondent.

Case No. IA200-023;

M200-095

Panel's Opinion
and Award

-----X
Appearances:

For the Tuckahoe Police Organization:

John K. Grant, Esq., P.C.
Edward Fennell, Municipal Finance Consultant
David Bank, Police Officer
Stephen Klika, Police Officer
Vito DiRienzo, Police Officer
Fred Cioffi, Police Officer
John Cuccinello, Police Officer
Ray Stabile, Police Officer

NYC PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

JAN 22 2002

CONCILIATION

For the Village:

Rains & Pogrebin, P.C.
By: Tara L. Eyer, Esq.
Charles Frankel, Financial Consultant
James Timmings, Westchester Municipal Officers Association
John Constanzo, Lieutenant

Public Arbitration Panel:

Anthony V. Solfaro, Public Employee Organization Panel Member
David M. Wirtz, Esq., Public Employer Panel Member
Rosemary A. Townley, Esq., Panel Chairperson

BACKGROUND

The Village of Tuckahoe (“Village”) and the Tuckahoe Police Organization (“TPO”) are signatories to a collective bargaining agreement that covered the period June 1, 1996 to May 31, 1999 (“Agreement” or “contract”). Some time after the expiration of the contract, the parties entered into negotiations for a successor agreement, but were unable to achieve one. As a result, and pursuant to the rules and regulations of the State of New York Public Employment Relations Board (“PERB”), Rosemary A. Townley, Esq. was designated by the Director of Conciliation, Richard A. Curreri, Public Member and Chairperson of the Panel appointed to hear and adjudicate the dispute. Mr. Curreri confirmed the appointments of Anthony V. Solfaro as the Public Employee Organization Panel Member and David M. Wirtz, Esq., as the Public Employer Panel Member .

A hearing was held on May 17, 2001. At these hearings, the TPO and the Village presented various exhibits consisting of financial and other comparative data, as well as testimony, before the Panel. The parties waived their statutory right to a transcript. Each party was afforded full opportunity to present evidence and argument in support of their position and did so. Extensive evidence was submitted by the parties concerning the relevant statutory criteria, including testimony of a financial expert, budgetary and financial information as well as charts, reports and other data dealing with the relevant statutory criteria.

The parties were afforded the opportunity to present post-hearing briefs which were submitted to the Panel members, whereupon the record was closed. The Panel met in Executive Session on August 21, 2001 and October 22, 2001. Thereafter, I made the following findings with respect to the issues raised by the parties.

As a threshold matter, certain introductory comments are appropriate. The Panel is aware that it is prohibited by statute and case law from issuing findings based on evidence adduced outside the hearing process. Therefore, the Panel's determination below is based solely on the evidence in the record before it.

The Panel was also aware and mindful when making its determination of the criteria set forth in Section 209.4 of the Civil Service Law of the State of New York ("Taylor Law") which are as follows:

- A. 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) Environmental 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, provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

The Panel was also aware that under the Taylor Law, it may consider "any other relevant factors." (CSL Section 209.4(c)(v)) The weight to be assigned each of these criteria is a determination for the Panel to make. In addition, and pursuant to Section 209.4(c)(vi) of the Act, the maximum period of coverage for an Award by the Panel in this matter is two years commencing January 1, 2000 to December 31, 2001.

While the foregoing decision represents the findings of the Panel, the language selected in the Opinion is the responsibility solely of the Chairperson.

POSITIONS OF THE PARTIES¹

TPO

The TPO is seeking salary increases of 4% per year of each of the two years of the successor agreement and additional advances in longevity, as well as other benefits.

The Village proposes a “more moderate wage award” which would be fair to both parties and allow TPO members to maintain competitive compensation levels, while providing the Village with the opportunity to maintain its fiscal soundness.

With respect to the ability to pay criteria, the TPO maintains that the Village has the ability to pay the requested increases, according to the report dated May 17, 2001, prepared by the TPO’s expert witness in municipal finance, Edward J. Fennell. (TPO Exh. 36) In this report, Fennell reviewed the following: the 1997-98 and 1999-00 Annual Financial Report Update Document; the adopted Village budgets of 1999-00 and 2000-01, the 2000-01 Tax Margin Statements; the 1997 New York State Comptroller’s Special Report on Municipal Affairs; and, the 1998 Overlapping Real Property Taxes published by the New York State Comptroller.

These documents, according to Fennell, indicate that the Village’s fund balance or surplus in the General Fund has ranged from a negative -\$410,937 at the beginning of 1997 to \$1,002,480 at the end of 1999. The fund balance was lowered to \$469,129 at the end of fiscal year 2000 (12/31/00) which, according to Fennell, appears to correct an

¹ The parties’ positions are presented in summary fashion in order to expedite the submission of the Opinion and Award.

error in recording bond proceeds as revenue. The requested budget for 2000-01 appears to appropriate \$230,000 of that balance. Fennell's report also points out that the Police department is operated within the Village's General Fund.

Fennell's report also notes, among other findings, that the Village's taxing capacity is at 56% of its limit and that it has exhausted 7.1% of its debt capacity.

It also points to the testimony of the Village's financial consultant, Charles Frankel, and characterizes it as being from someone who is "relatively unfamiliar with much of the Village's finances, having only been retained in April after the arrest of the former Village treasurer for various thefts, including the recently discovered theft of more than \$460,000 in funds from Village accounts during 1998 and 1999."

In addition, the TPO maintains that despite the diversion of substantial financial funds, the Village has stabilized the property tax rate and that the approximate average increase in that rate over the past five years has been 2% a year, while the fund balance has increased in each of the last two years. It also maintains that Frankel's testimony demonstrates the following: that the Village has virtually no bond indebtedness; that it has a substantial contingency fund of \$150,000 which is not used to make payments for certiorari settlements; that the sales tax, property tax, fines and other revenues have exceeded expectations in each year reviewed; and, that the Village has applied a conservative approach to budgeting for revenues entering fiscal year 2001-02.

The TPO further contends that the County's sales tax revenues which is a population-based formula, rather than property assessment-based one, which continues to benefit the Village, despite the slight reduction in reported census data beginning in fiscal year 2001.

It also points out that the Village enjoyed substantial savings as a result of the reduction of employee retirement contributions for the period of time contemplated by this Award. This savings netted the Village a savings of \$714,910 over the years between 1998 and 2001 and that the reduction in projected contributions has resulted in a decrease in the annual retirement contributions for the Village for police personnel from \$202,246 in fiscal year 1997 to \$2,410 in fiscal year 2000.

The TPO further contends that the Village's figures concerning the actual cost of unit related compensation and the potential impact of an Award bear no relationship to actual expense. It notes that Frankel's estimates include all personnel who are included within the Police department budget, including school crossing guards, civilian employees, janitors and the Chief of Police.

The TPO argues that the Village has not acknowledged the expected substantial tax roll expansion from the development of two luxury residential developments, and that it has made misleading statements concerning the lack of state and federal funds and grant receipts.

The TPO also argues that the relevant basis for comparison, pursuant to the comparability language of the Taylor Law, is primarily that of the neighboring communities of Pelham Manor, Pelham, Bronxville, Dobbs Ferry, Hastings-on-Hudson and Ardsley, based upon composition of the populations, level of taxation and departmental comparability. It also argues that these villages share similar economic, social and fiscal characteristics and similar pressures from crime.

It maintains that the Village's claim that the comparable base should be that of all full time police departments throughout Westchester County is misplaced, given that it

includes six cities, 14 towns, 23 unincorporated villages and 41 school districts. The TPO contends that its cited base of comparison consists of nine villages, all located south of the City of White Plains and in the immediate vicinity of the cities of Yonkers, Mt. Vernon and New York, which are subject to “immensely different pressures than those of northern Westchester.”

It points out that the overall base wage adjustments for the 21 communities cited by the Village is that of 3.893% for fiscal year 1999 and 3.9% for 2000. On the other hand, the base wage adjustments for the nine cited departments by the TPO were as follows: Village of Scarsdale (5%, 4.75% and 4.75% for three years beginning June, 1999); Pelham (two year contract incorporating increases of 4% for 1997 and 1998 followed by an Interest Arbitration Award of 3.75% and 4.25%); and Bronxville (3.75%, 4%, and 4.26% for the 1999-01 time period, and longevity increase of \$50 to \$150).

The TPO further states that the Village has ranked 9th among the 22 Village-cited departments in terms of base wage salary for top step Police Officers for fiscal year 1997. There should be no erosion of that relative status by the Panel’s Award. Its proposed wage increases would do no more than maintain this relative status among countywide police departments as evidenced by these top step salaries:

	<u>1998</u>	<u>1999</u>	<u>2000</u>
Average of All Village-cited Depts.	---	\$61,710	\$64,184
Average of TPO-cited Depts.	---	\$62,407	\$64,891
TPO current	\$59,233	---	---
TPO proposal	---	\$61,099	\$64,066

The TPO also argues that the hazards of the work of law enforcement is unique and no comparison can be made with other trades or professions and that interest arbitration panels over the years have found law enforcement is especially hazardous by matter and that special qualifications, training and skills are required of the Police Officers.

With respect to the Consumer Price Index data, although the CPI-U and CPI-W which rose 3.3% for the 12 month period prior to April 2000 (TPO Exh. 36), the TPO's proposed base wage increase would not provide any actual growth in income, given that the Village has reaped the benefit of delaying salary adjustment until after the expiration of the full period in question.

The TPO also notes that its demands are consistent with the internal pattern of the Village's granting of other increases to its employees. It points out that the Village awarded union and non-union employees a 3.5% wage increase prospectively and that Frankel acknowledged that certain employees received increases as high as 10%-15%. Although data concerning the changes to the terms and conditions of the non-union employees were not available to the TPO, it argues that part time civilian employees receive sick leave bonuses greater than those paid to unit members and pursuant to conditions not enjoyed by the latter group.

With respect to longevity, the TPO argues that the flat dollar based existing schedule has not been enhanced to reflect the current dollar value in more than 10 years, while virtually all other municipal agreements of record incorporate some periodic adjustment or are based upon a percentage of base pay. (TPO Exhs. 2-23) It also contends

that the Village remains one of the few in the county which has a three step longevity program, rather than the prevailing four steps found in other agreements. It argues that the Panel should construct a fair four step program and address the 10 year neglect in terms of any increases.

It contends that the current schedule, which provides for a longevity payment of \$800.00 after five years, \$1,000.00 after 10 years, and \$1,200.00 after 15 years be amended to add a fourth step and increase the payments as follows:

After 5 years	\$1,000.00
After 8 years	\$1,200.00
After 12 years	\$1,400.00
After 15 years	\$1,600.00

The TPO also proposes a new section of the Agreement, "Call-Out", for all Police Officers, Superior Officers, and Detectives, which would provide for payment for the hours called out to report to duty at the rate of a minimum of four hours, rather than the current system of being paid only for hours actually worked. It maintains that the prevailing pattern in the county is to provide payment at the rate of one-and-a-half time for a minimum of four hours, whether worked or not. (TPO Exh. 22).

The TPO presented a demand to amend the existing sick leave bonus program, which provides a financial bonus to unit members who use no or little sick leave days, to restore some of the lost economic value of the bonus, which has not been raised since 1994-95. The bonus currently provides for \$500 (no sick days used); \$300 (one sick day

used); and \$200 (two sick days used). It requests that payments be made in an amount equal to seven days pay for using no sick leave days, five days pay for using one sick leave day, and three days pay for using two sick leave days. It also asks that the position of Lieutenant be added to the eligible employee pool to receive this bonus.

The TPO also requests the implementation of an incentive payment for officers obtaining certifications as training officers and annual payment to unit members who obtain and maintain certifications such as EMT, Defibrillator and Certified First Responders. It requests that an amount of \$1,500.00 be incorporated into their base wage for these activities, in order to create a substantial incentive for officers to pursue these areas which would benefit the Village in terms of an enhanced trained force and the more effective delivery of services.

With respect to uniforms, the TPO requests that payment be made for cleaning and maintaining them, as none is made at this time. It argues that such a benefit is a prevailing one among neighboring villages, which provide either a quartermaster system or payment for purchase or replacement. (TPO Exh. 29). It also argues that that a \$50 increase for each year of the Agreement be made to the payment given to Detectives for the plain clothing allowance, which have not been made in the past nine years.

The TPO further contends that a new section should be added to the Agreement to provide for a minimum of 72 hours notice prior to any involuntary shift change, in order to provide officers with a reasonable amount of time between their tour swings.

It also argues that two new sections be added to the Agreement. First, a provision dealing with Desk Duty Pay, for those times that the front desk is manned by an Officer when a Sergeant is not on duty. Second, a provision concerning Jury Duty Leave, to

provide for compensation for unit members who are called and required to appear for jury duty.

The TPO concludes that its combined demands are both reasonable and within the Village's ability to pay and are consistent with the pattern of settlements of comparable communities.

VILLAGE

The Village argues that its budget cannot absorb the financial impact of the TPO's demands and that the TPO is already highly ranked among other comparable police departments in terms of wages, hours and other terms and conditions of employment. It points out that the instant proceeding is the second arbitration for the parties and the third time that the TPO has filed a petition for interest arbitration during the last three rounds of bargaining. (Vill. Exh. 21; TPO Exh. 1). The Village contends that the TPO must recognize that negotiating in good faith does not mean attempting to use the package that the Village is offering in order to reach a voluntary settlement as a "floor" in interest arbitration. It concludes that the Panel must reject the TPO's demands as unreasonable and adopt those promulgated by the Village.

The Village argues that the "austere or somber" economic conditions that were found by Arbitrator Dale Beach in his 1996 interest arbitration award (Vill. Exh. 21) continue to exist and therefore it is not in a financial position to pay for the TPO's demands.

It argues that it faces serious financial challenges as a result of its declining population, the second highest among county villages, and lack of new development, and points out that it is the smallest municipality in Westchester County. (Vill. Exh. 5) As

the second most densely populated municipality in the county, there is little remaining area for new development, as reflected by the extremely low rate of residential building permit issuance in the Village over the past several years, as compared to other municipalities in the county. (Vill. Exhs. 2-3)

There has been a significant loss in commercial real estate values since the 1980's, and the conversion of one site to condominiums does not serve to make up these revenue losses (Vill. Exh. 7), as residents have the fourth highest poverty rate and the third lowest median family income, the fifth lowest median household income, and the sixth lowest per capita income among all of the 22 Westchester County Villages. (Vill. Exh. 4) All of the foregoing demonstrates the negative impact on several of the Village's revenue sources.

It also points out that more than one third of the Village's total budgeted costs are attributable to the Police Department, and that the salaries and benefits of TPO members account for a large portion of these costs. (Vill. Exh. 7)

With respect to comparables, the Village argues that the Panel should consider all the villages in Westchester County, and not the handful of departments as argued by the TPO, in order to gain the broadest view of terms and conditions of employment among similar police departments in local communities.

The TPO's wage demand is excessive, as the members enjoy the second highest hourly wage rate in the county and are above average for all villages in the last year of the contract.

When the work schedule is factored into the annual rate, the result is that the TPO has the second highest top step officer hourly compensation rate in the county, which was

a factor that Arbitrator Beach considered in his award. The top step for an officer was \$59,233 in June of 1998 while the county average was \$59,099. The detectives, sergeants and lieutenants also compare favorably to their counterparts in other county village departments. (Vill. Exhs. 19-21). The demand also exceeds the average increase for comparable departments in the county, which were as follows: 3.84% in 1999, 3.805% in 2000 and 3.94% in 2001. (Vill. Exh. 16) It also points out that the CPI has increased 2.5% in 1999 and 3.1% in 2000. (Vill. Exh. 16).

The TPO's demand of 8.16% in wage increases for the period in question would add \$124,316 to the Village's existing fiscal burden and far exceeds the 3.5% increases achieved in negotiations between the Village and the International Brotherhood of Teamsters which represent the public works employees. (Vill. Exh. 14; 42).

It concludes that with respect to wage increases, a more moderate wage award is necessary in the interests of fairness to the parties and the public.

With respect to other wage demands, the Village argues that there is no justification for increasing the wage differentials for lieutenants by 14%, as argued by the TPO, as they currently receive a differential of 12% above the annual salary of sergeants or an equal dollar amount as the differential between first grade patrol officer and sergeant, whichever is greater. (Un. Exh. 1; 11) The amount currently paid is fully in line with other county departments.

Nor have the TPO's demands for certification stipends for training officers (\$1,000), EMTs (\$1,500 incorporated into base salary), First Response/Defibrillator (\$1,000 incorporated into base salary) and First Responder Training (\$1,000) been justified. It points out that training officers already receive additional compensation

when required to teach outside the normal work day and that the only village department that provides this is that of Ardsley. (Vill. Exh. 23-24) EMTs now receive training for certification while on duty and had been previously compensated for their training time and no other village pays a stipend, with the exception of Dobbs Ferry which pays \$300 for EMT certification. (Vill. Exh. 24). In addition, the Village instituted First Responder training for patrol members in 1998 and its pays the cost of the training and the members receive compensatory time for training scheduled off duty. (Vill. Exh. 24) These demanded stipends would cost the Village \$53,000 over two years, or an amount equal to a 3.5% increase, plus a substantial increase in base wages. (Vill. Exh. 23).

It also argues that the TPO's demand for longevity is excessive, as there is no evidence to suggest a "badge drain" on the department, the current payments are well-within the range for comparable departments, and that the current amounts of \$800 after five years, \$1000 after 10 years and \$1200 after 15 years well exceeds the longevity average payment in the county. Also, unit members receive more during the first 15-20 years of employment than other departments in the county. (Vill. Exs.25-26).

Nor is there any basis to award any call-out pay, as demanded by the TPO. This would require adding a new provision to the Agreement which would require that the Village pay an officer a minimum of four hours work, regardless of whether the officer actually worked that amount of time. (Un. Exh. 1) In addition, there is no evidence that the members are called out for less than four hours and that the record shows that they are rarely even called out at all.

The TPO's demand for an increase in the sick leave incentive plan is also without foundation, according to the Village. It demands that the plan be changed from \$500 to

seven days of pay for those using no sick days; from \$300 to five days pay for those who use one sick day and from \$200 to three days pay for those who use two sick days. The current practice has been successful in addressing over-use of sick leave days and rewarding officers with good attendance records. (Vill. Exh. 28) Assuming that the number of officers qualifying for incentive payments remains at the present level, the estimated total payments would increase \$15,634. Nor is there any evidence that other departments' sick leave programs would be comparable.

The TPO demand for increased terminal leave pay is unjustified. Members now receive such pay after completion of 20 years of service, ranging from 30 to 60 days of pay depending on length of service. The TPO demands a minimum of 40 days pay after 20 years, with additional increases for years 21 through 29, which would increase the benefit by 55 days for an officer with 29 years of service. (Vill. Exh. 29) Among the county departments, only the Village of Pelham Manor, where officers receive six days of terminal pay, grants this benefit. (Vill. Exh. 30)

The demands for an increase in detectives' clothing allowance from \$550 to \$600 per year during the first year and to \$650 per year in the second year of the contract has not been justified, either in terms of overall costs or by comparables, as only five of 21 departments receive such an allowance. (Vill. Exhs. 1(A)-(M)). In addition, its demand that all members be paid a cleaning and clothing allowance of \$400 a year would result in a 1.31% increase over current payroll. (Vill. Exh. 31)

The TPO's demands on scheduling restrictions which would prevent the department from modifying an officer's schedule are without any basis. Lt. Constanzo testified that the officers already receive at least 72 hours notice of a schedule change and

that an officer whose schedule is modified often benefits from the change by an increase of additional days off as a result. The TPO showed no evidence to justify the proposal, which would be very restrictive in a small police department.

Nor is the TPO's demand for a night differential justified, as the shift differentials request based on the current average hourly rate of \$33.63 would result in a \$1,719 per year pay raise for each officer and sergeant, or a 5.2% increase over current payroll. In addition, no other county department pays a night differential to its officers. (Vill. Exh. 33)

The demands concerning an increased education allowance to cover 100% of all tuition and books for law enforcement related classes in police science or related area is a substantial increase over the current 50%, with certain restrictions on types of courses reimbursed and grades to be achieved, paid at this time. As the cost of tuition escalates each year, the amount of money spent by the department is always increasing. Other departments in the county offering an education allowance benefit have similar restrictions, if not more restrictions, on the use of this allowance. (Vill. Exh. 34)

The TPO's demand for desk duty pay is not warranted. Although the Village assigned some patrol officers to "supervise" while on desk duty last year, the department has hired an additional sergeant and there is now a sufficient number of sergeants to cover the desk work. Furthermore, Lt. Constanzo testified that a patrolman assigned to such duty does not have the same level of responsibility as a sergeant working in this assignment. In addition, in six of the comparable departments to the Village, none have contractual language requiring such a payment. (Un. Exh. 25).

The jury duty leave demand that officers be released from scheduled tours of duty with full pay for any calendar day when required to appear for jury duty service is not warranted. Among the county's departments, 13 of 21 have no specific contract language on this issue and, for those that have language, specific limitations are placed on the use of the benefit. (Vill. Exh. 35)

For all the foregoing reasons, the Village urges that the TPO's demands be rejected.

The Village argues that its proposals are reasonable in nature. Its demand to update the non-discrimination clause, to add disability, veteran's status, citizenship, religion, color and marital status to the list of protected classes has been justified. In addition, an updating of this clause would provide additional protections for unit members.

The Village argues that its proposal to eliminate the stand-by provision, which provides that be members required to be on stand-by receive payment at straight time, for a maximum of two days per contract year, is reasonable. The provision has become obsolete and has not been used for ten years, as seen by the testimony of Lt. Constanzo. In light of the advances in technology, such as cell phones and pagers, the Village no longer needs to keep officers on a stand-by basis.

The Village's proposals to limit the use of all personal leave are necessary and justified. At present, only two of the four days are limited to uses such as house closings, court appearances, graduation ceremonies, weddings and IRS audits. The Village proposes that all four days be so limited and that a new provision be added to the contract to prohibit the use of personal leave to extend a vacation. Unit members have averaged

the use of 3.84 days per member since 1996. In addition, members have eight chart days per year.

It also proposes that unit members pay a contribution of 50% of any increase in the annual premium for the dental or vision plan over that which applied on December 31, 1998, as the Village currently pays the full cost of individual and family plans. It points out that other county departments include limitations on the amounts paid for such plans, usually in the form of dollar caps, percentage contributions, or contributions triggered in the event of future increases. (Vill. Exh. 37)

The Village also proposes that five plug-in days per year, which would be scheduled by the Chief in half day increments of four hours, be added as a new provision to the Agreement. Currently unit members work only 237.5 days a year, one of the smallest number in the county, and receive eight chart days, which are used in the same manner as compensatory days. Other county villages similarly provide for these days and if the unit members wish to be paid top dollar, they should work at least an average number of days per year. (Vill. Exhs. 20; 39)

It further argues that its proposal to reduce the time period for presenting grievances from not later than 30 days to not later than 10 days is reasonable and appropriate, as it would encourage members to raise grievances promptly upon occurrence in order to permit an effective investigation of the matter. It points out that most county departments have a grievance presentment period of less than 30 days. (Vill. Exh. 38).

The Village contends that its proposal to increase the number of training days from three to five is justified. These department-designated days, many of which are

scheduled for less than a full day, are used for certification training or other mandatory or official police training, for which officers receive compensatory time for additional training days. Unit members have earned an average of 27.8 days per year of compensatory time for attending training. This training is crucial for improving the knowledge and skills of unit members in areas such as CPR recertification, firearms training, domestic violence prevention training, among other areas.

FINDINGS

Base Wage Rate and Longevity

As noted above, the statutory criteria require that the Panel evaluate both the financial ability of the public employer to pay, as well as a consideration of the interest and welfare of the public.

An award which results in a salary increase which cannot be funded by the Village and results in layoffs and/or reductions in services does not benefit the interest and welfare of the public. The corollary is that the public interest and welfare is well-served by a stable, experienced police force which experiences high morale. As a result, I am persuaded that any award which provides a compensation package which is dramatically different from those offered to comparable police departments or districts, logically cannot be in the best interest and welfare of the public.

Applying the statutory criteria of record, as well as carefully reviewing the data concerning the financial status of the Village, including all budget analyses and potential liabilities, I conclude that the Village has the ability to fund a fair a fair and reasonable award.

With respect to salary comparability, the Taylor Law requires that a “comparison (be made) of the wages, hours and conditions of employment” of the Village’s police officers with that of “other employees performing similar services or requiring similar skills under similar working conditions...in comparable communities.” I considered data concerning both the jurisdictions which are generally contiguous to the Village, as well as data concerning other County departments or districts.

After reviewing the proposals submitted by each party, I am convinced that the appropriate base wage increase is that which would allow the Village’s police officers to maintain their relative standing within the County’s overall rankings of departments. The Village is ranked 9th of 22 in base wage salary for the top step paid during the fifth year of employment in 1997. The evidence does not support any compelling reason to deviate from this relative standing.

In addition, I find that the position of a police officer is one which is inherently dangerous, regardless of the locale or actual statistics concerning the outcome of the response, because the potential for serious injury or death is ever-present during the course of duty. Accordingly, the statutory criterion will be met concerning the “comparison of the peculiarities of the trade or professions, including specifically, (1) hazards of employment....”

I have analyzed the foregoing criteria pursuant to the Taylor Law and find the following base wage salary increases to be appropriate:

June 1, 1999	2%
December 1, 1999	2%
June 1, 2000	4%

These increases overall are similar to those granted by the Village to other unionized and non-unionized employees.

With respect to longevity, I find the TPO's argument to be persuasive that the unit longevity payments have lost much of their original value, in light of the fact that there have been no enhancements for more than the past ten years. This serves to erode the purpose of longevity, which essentially benefits both the TPO and the Village. A slight increase in the payment would avoid the erosion that has taken place in the value of the longevity, while aiding the Village in the retention of experienced officers.

Accordingly, a modest increase in the longevity payments are justified, given these considerations. I find that an increase of twenty five dollars (\$25.00) effective June 1, 1999 and fifty dollars (\$50.00) effective June 1, 2000, over the current contract schedule is a reasonable adjustment. Therefore, the longevity amounts will be as follows:

	<u>6/1/99</u>	<u>6/1/00</u>
After 5 years	\$ 825.00	\$ 875.00
After 10 years	\$1,025.00	\$1,075.00
After 15 years	\$1,225.00	\$1,275.00

Sick Leave

I find that the addition of the Lieutenant effective June 1, 1999, to the pool of eligible recipients for the sick leave bonus program is warranted. There is no reason to deny this benefit to the Lieutenant, given that the intent of the bonus is to reduce the use

of sick leave, which is of great benefit to the Village, as it will be better-served when its regular force reports to duty.

Moreover, I find that an addition of fifty dollars (\$50.00) at each level of the program is warranted so as to avoid an erosion of the value of the bonus over the years and possibly increase the incentive for officers to limit their sick leave usage. Therefore, the rates for the sick leave bonus will be as follows:

Effective 6/1/99
\$550 (no sick days used)
\$350 (one sick day used)
\$250 (two sick days used)

Jury Duty

It is common knowledge that the 1998 statute concerning jury duty service abolished the exemption from jury duty service for law enforcement personnel. I believe that police officers should not be prejudiced if they are called to perform jury duty.

The release of unit members for jury service would certainly impact upon the rotation of tours. The parties are best positioned to evaluate such an impact on the rotation and to develop appropriate contract language.

Accordingly, the parties are directed to negotiate new contract language to address jury duty leave during the upcoming discussions over the successor Agreement. The parties are to be mindful of two main points: first, unit members must be allowed to participate in the justice system when called to serve; and second, the Village must be assured that there be no abuses of the use of such leave time. I am confident that the parties will be able to develop an appropriate contractual provision to address these two concerns. Therefore, the issue is remanded back to the parties for further negotiation.

Non-Discrimination Clause

I am persuaded by the Village's argument that this provision of the Agreement, which has not been updated in many years, be expanded in light of the additional categories of protected classes that have been recognized by the courts over the past years.

Accordingly, language is to be added to this provision to include these additional categories: disability, veteran's status, citizenship, religion, color and marital status. This will bring the language into conformance with current law and serve to protect additional unit members from certain discriminatory treatment.

Remaining Proposals Remanded to the Parties

I believe that the contractual changes discussed above are sufficient to maintain the unit members' relative standing within the County, without placing an undue financial burden on the Village. Accordingly, no other increases or enhancements to the contract are recommended. The remaining proposals are to be remanded to the parties for further discussions during the upcoming negotiations.

AWARD

**1. SALARY
INCREASES**

2% (eff. June 1, 1999)
2% (eff. December 1, 1999)
4% (eff. June 1, 2000)

Rosemary A. Townley 1/11/02
Rosemary A. Townley, Chairperson

David M. Wirtz, Public Employer Member

Concur
 Dissent

Anthony V. Solfaro 1/7/02
Anthony V. Solfaro, Public Employee Member
 Concur
 Dissent

2. LONGEVITY

6/1/99-Additional \$25.00 over the current schedule
6/1/00-Additional \$50.00 over the current schedule

Rosemary A. Townley 1/11/02
Rosemary A. Townley, Chairperson

David M. Wirtz, Public Employer Member

Concur
 Dissent

Anthony V. Solfaro 1/7/02
Anthony V. Solfaro, Public Employee Member
 Concur
 Dissent

3. SICK LEAVE

A. Effective 6/1/99, additional \$50.00 over current bonus amounts to provide as follows:

- \$550 (no sick days used)
- \$350 (one sick day used)
- \$250 (two sick days used)

Rosemary A. Townley 01/11/02
Rosemary A. Townley, Chairperson

David M. Wirtz, Public Employer Member

- Concur
- Dissent

Anthony V. Sofaro 1/7/02
Anthony V. Sofaro, Public Employee Member

- Concur
- Dissent

B. Effective 6/1/99, add lieutenant to pool of eligible recipients for the sick leave bonus program.

Rosemary A. Townley 1/11/02
Rosemary A. Townley, Chairperson

David M. Wirtz, Public Employer Member

- Concur
- Dissent

Anthony V. Sofaro 1/7/02
Anthony V. Sofaro, Public Employee Member

- Concur
- Dissent

4. JURY DUTY

Parties are to negotiate language during upcoming negotiations to provide for jury duty leave, pursuant to the directive discussed above.

Rosemary 1/11/02
Rosemary A. Townley, Chairperson

David M. Wirtz, Public Employer Member

Concur
 Dissent

Anthony V. Solfaro 1/7/02
Anthony V. Solfaro, Public Employee Member

Concur
 Dissent

5. NON-DISCRIMINATION CLAUSE

Parties are to amend provision to include additional categories of protected classes: disability; veteran's status; citizenship; religion; color; and marital status.

Rosemary 1/11/02
Rosemary A. Townley, Chairperson

David M. Wirtz, Public Employer Member

Concur
 Dissent

Anthony V. Solfaro 1/7/02
Anthony V. Solfaro, Public Employee Member

Concur
 Dissent

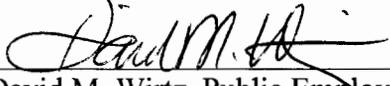
AWARD

**1. SALARY
INCREASES**

2% (eff. June 1, 1999)
2% (eff. December 1, 1999)
4% (eff. June 1, 2000)

 1/20/02

Rosemary A. Townley, Chairperson



David M. Wirtz, Public Employer Member

Concur
 Dissent

Anthony V. Solfaro, Public Employee Member
 Concur
 Dissent

2. LONGEVITY

6/1/99-Additional \$25.00 over the current schedule
6/1/00-Additional \$50.00 over the current schedule

 1/20/02

Rosemary A. Townley, Chairperson



David M. Wirtz, Public Employer Member

Concur
 Dissent

Anthony V. Solfaro, Public Employee Member
 Concur
 Dissent

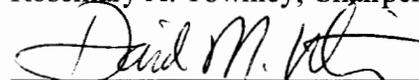
3. SICK LEAVE

A. Effective 6/1/99, additional \$50.00 over current bonus amounts to provide as follows:

- \$550 (no sick days used)
- \$350 (one sick day used)
- \$250 (two sick days used)

 1/20/02

Rosemary A. Townley, Chairperson



David M. Wirtz, Public Employer Member

Concur
 Dissent

Anthony V. Solfaro, Public Employee Member

Concur
 Dissent

B. Effective 6/1/99, add lieutenant to pool of eligible recipients for the sick leave bonus program.

 1/20/02

Rosemary A. Townley, Chairperson



David M. Wirtz, Public Employer Member

Concur
 Dissent

Anthony V. Solfaro, Public Employee Member

Concur
 Dissent

4. JURY DUTY

Parties are to negotiate language during upcoming negotiations to provide for jury duty leave, pursuant to the directive discussed above.

Rosemary A. Townley 1/20/02

Rosemary A. Townley, Chairperson

David M. Wirtz

David M. Wirtz, Public Employer Member

Concur

Dissent

Anthony V. Solfaro, Public Employee Member

Concur

Dissent

5. NON-DISCRIMINATION CLAUSE

Parties are to amend provision to include additional categories of protected classes: disability; veteran's status; citizenship; religion; color; and marital status.

Rosemary A. Townley 1/20/02

Rosemary A. Townley, Chairperson

David M. Wirtz

David M. Wirtz, Public Employer Member

Concur

Dissent

Anthony V. Solfaro, Public Employee Member

Concur

Dissent