

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
PUBLIC ARBITRATION PANEL

STATE PUBLIC EMPLOYMENT
RELATIONS BOARD
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CONCILIATION

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In the Matter of the
Compulsory Interest Arbitration

Between

TOWN OF WOODBURY,

Public Employer,

DETERMINATION AND
AWARD

- and -

Case No. IA-80-34; M80-492

TOWN OF WOODBURY POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.,

Public Employee Organ.
-----X

ARBITRATION PANEL

Earle Warren Zaidins, Esq.

Public Panel Member and Chair-
person.

Martin J. Stanise

Employer Panel Member

Joseph P. Touhey

Employee Organization Panel
Member

APPEARANCES

Thomas J. Egan, Esq.

For the Employer

Bloom & Bloom,
by Peter E. Bloom, Esq.,
of Counsel

For the Employee Organization

PRELIMINARY STATEMENT

Heretofore, under date of December 23, 1980, in accordance with Section 205.4 of the Civil Service Law of the State of New York, a petition for Compulsory Interest Arbitration was filed by the Public Employee Organization (hereinafter referred to as "PEO") to refer the impasse between the PEO and the Public Employer (hereinafter referred to as "Town"), relative to the collective bargaining agreement negotiations, to a Public Arbitration Panel. Thereafter, pursuant to Section 209.4 of the Civil Service Law of the State of New York, the New York State Public Employment Relations Board on January 27, 1981, determined that a dispute continued to exist between the Town and the PEO, and designated, for the purpose of making a just and reasonable determination of said dispute, a Public Arbitration Panel, as follows: Public Panel member and Chairperson, Carl Warren Zaidins, Esq.; Town Panel Member, Martin J. Stanise; and PEO Panel Member, Peter Reilly, and subsequent thereto, Joseph L. Pouhey was substituted for and served in the place of Peter Reilly.

A formal Hearing was held before the Panel on March 24, 1981, at the Proctor Gate House, Smith Clove Road, Central Valley, New York. The swearing in of witnesses were waived by the parties who each had the opportunity to examine and cross-examine the witnesses; and documentary evidence having been received in evidence, as follows: Collective Bargaining Agreement, dated February 21, 1980, between the Town and the PEO, effective from January 1, 1980

through December 31, 1980 (Exhibit No. 1); General information regarding the Town's population, size, assessed value of property, exempt property, etc. (Exhibit No. 2); Funds as reported in the 1979 Annual Report (Exhibit No. 3); Town debt, as of December 31, 1979 (Exhibit No. 4); 1979 overall real property tax rates in Orange County (Exhibit No. 5); selected comparison of Orange County townships, comparing same re: population, size, 1979 police expenses, etc. (Exhibit No. 6); General Fund, balance sheet for the Town ending December 31, 1980 (Exhibit No. 7); Federal Revenue Fund for the Town, Balance Sheet, for the period ending December 31, 1980 (Exhibit No. 8); General Fund, summary statement of revenues and expenses for the Town for 1979 (Exhibit No. 9); Comparison of Town General Fund Revenues, 1980 actual against 1981 estimate (Exhibit No. 10); Town Preliminary Budget for 1981, General Government (Exhibit No. 11); Comparison of General Fund of Town Police Personnel Expenses, 1979-80, actual against 1981 estimate (Exhibit No. 12); Final Town Revenue Federal Funds, Entitlement 12 as of March 19, 1981 (Exhibit No. 13); Document submitted by PBA, including changes in nominal income, annual Earnings Profile: 1970-80, Summary of Changes in Annual Earnings Profile, Changes in Annual Profile, percent changes in Salary 1970-1980 of Police Personnel, Changes in Cost of Living, Price increases suffered by PBA members, Changes in cost of living for certain selected groups of commodities necessary to personnel welfare, changes in real income, and comparison of percent change

in the CPI with percent change in average salary of Town Police Officers; selected periods and commodities (Exhibit No. 14); summary of contiguous Town of Tuxedo 1981, police contract (Exhibit No. 15); Summary of adjacent Town of New Windsor 1981 police contract (Exhibit No. 16); Summary of various Orange County Police Contracts (Exhibit No. 17); Document submitted by PBA including economic points raised, chart relating to annual CPI, increase over years from 1973-1980, and average annual percentage rate of inflation, chart of individual police officers and analysis of salaries commencing 1973 through 1981, together with proposed salary, and comparison of benefits for 1980 PBA contract to 1981 offer (Exhibit No. 18); full PBA demand on personal leave days (Exhibit No. 19); Town response to the PBA petition for compulsory arbitration pursuant to Section 205.4 of the Civil Service Law of the State of New York, dated January 7, 1981 (Exhibit No. 20); full PBA demand for 2 additional holidays (Exhibit No. 21); letter from attorney of PBA to the arbitration panel, dated March 25, 1981, post-hearing, setting forth the Village of Cornwall Police Department pay schedule for 1981, and the New York State Police pay scale, life insurance provision for City of Newburgh, Village of Monticello, and comparison of sick leave conversion between Town and Town of New Windsor (Exhibit No. 22); letter from attorney for Town to arbitration panel, dated April 8, 1981, deemed a reply to Exhibit No. 22, calling panel's attention to the percentages of increases in the pay schedule of the surrounding municipalities, objecting to the PBA's reference to the New York State police pay schedule as

irrelevant, answering the PBA life insurance argument objecting to the reference to the City of Newburgh, the lack of need for this Town to offer life insurance in light of existing coverage through the State plan; that if the insurance coverage is granted the Town would be committed to such coverage for all other municipal employees; and declaring the sick leave PBA demand as unreasonable (Exhibit No. 23); letter from PBA attorney to arbitration panel, dated April 24, 1981, reporting terms of settlement of 1981-81 PBA contract with the Village of Monticello (Exhibit No. 24); and letter from the Town attorney to the arbitration panel, dated April 27, 1981, objecting to Exhibit No. 24, as being beyond the bounds of propriety (Exhibit No. 25); and their being no stenographic record requested or made of the proceedings herein;

Now, upon deliberation and consideration of the entire proceedings herein, the Compulsory Arbitration Panel does state the following:

ISSUES

1. Wages

a. Position of the PBA

that a 12% increase should be granted, across the board, with a minimum of \$13,000.00 for the low person employed.

b. Position of the Town

that \$832 should be granted, across the board, with the low person employed receiving \$13,207.00

2. Sick Leave

A. Position of the PBA

that the present system should continue but the 12 days, (once accumulated of 90 days) when an officer gets paid for 7 days, he should instead receive the full 12 days.

B. Position of the Town

that the present provision should remain unchanged.

3. Life Insurance

A. Position of the PBA

that a \$20,000.00 non-contributory life insurance plan, per officer, should be continued by the Town, after retirement.

B. Position of the Town

that the present system should remain unchanged with no additional benefits thereto.

TERMINATION

The Panel has examined primarily other police departments in Orange County, and more particularly contiguous and adjacent police departments in its comparison of wages, hours and conditions of employment of the PBA herein. In connection therewith, the Panel has studied the various data and statistics of the following relevant municipalities: Blooming Grove, Town and Village

Ruxedo, Greenwood Lake, Warwick, New Windsor, Cornwall and Monroe. Also considered were employees generally in public and private employment in the comparable communities. These statistics and data were obtained by the Panel both at the time of the hearing as well as from the post-hearing briefs of the respective parties.

Taken into consideration were the interests and welfare of the public and the financial ability of the Town to pay the wages and additional benefits sought were scrutinized.

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

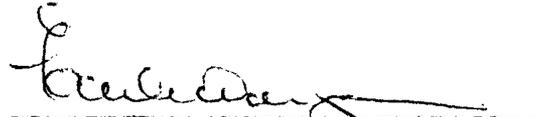
Also considered were the terms of collective bargaining agreements negotiated between the parties in the past as provided for compensation and fringe benefits.

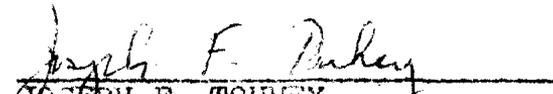
As the result of all the foregoing, the Panel majority does hereby make the following determination:

1. That the contract between the parties shall be for a term of one (1) year commencing January 1, 1981;
 2. That a 7.5%, across the board, wage increase is granted commencing January 1, 1981 and an 8.5%, across the board, wage increase is granted commencing May 1, 1981;
 3. That the sick leave benefit sought by the FBA is denied;
- and

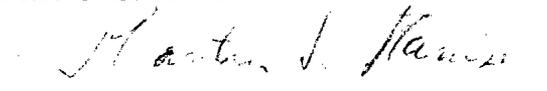
4. That the life insurance benefit sought by the PBA is denied.

Dated: May 23, 1981


EARLE WARREN ZAIDINS, Esq.
Public Panel Member and
Chairperson


JOSEPH F. TOUHEY,
Employee Organization Panel
Member

MARTIN S. SPANISE, the Employer Panel Member does hereby dissent from the majority determination herein.


MARTIN S. SPANISE,
Employer Panel Member

STATE OF NEW YORK)
) SS.:
COUNTY OF WESTCHESTER)

On this 20th day of May, 1981, before me personally came EARLE WARREN LAIDINS, Esq., to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Anthony W. Guarino
Notary Public

ANTHONY W. GUARINO
Notary Public, State of New York
No. 60-4605388
Qualified in Westchester County
Commission Expires March 30, 1982

STATE OF NEW YORK)
) SS.:
County of Dutchess)

On this 26th day of May, 1981, before me personally came JOSEPH F. HOSLEY, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledges to me that he executed the same.

Stanley G. Still, Jr.
Notary Public

STANLEY G. STILL, JR.
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN DUTCHESS COUNTY
COMMISSION EXPIRES MARCH 30, 1982

STATE OF NEW YORK)
) SS.:
COUNTY OF Orange)

On this ^{2nd} ~~26th~~ day of ^{June} ~~May~~, 1981, before me personally came ANTHONY S. SPANISE, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Joseph M. Goldstein
Notary Public

JOSEPH M. GOLDSTEIN
NOTARY PUBLIC, State of New York
Qualified in Orange County
Commission Expires March 30, 1983