

NEW YORK STATE  
PUBLIC EMPLOYMENT RELATIONS BOARD  
INTEREST ARBITRATION PANEL

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

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In the Matter of the Arbitration :  
between :  
THE VILLAGE OF SLOATSBURG, :  
Public Employer, : OPINION  
and : AND  
SLOATSBURG VILLAGE POLICE BENEVOLENT : AWARD  
ASSOCIATION, :  
Employee Organization :  
PERB Case No. IA87-12: M87-054 :  
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BEFORE: Jeffrey M. Selchick, Esq.  
Public Panel Member and Chairman  
  
Reuben Ortenberg, Esq.  
Employer Panel Member  
  
Maureen McNamara, Esq.  
Employee Organization Panel Member

APPEARANCES:

For Village of Sloatsburg

Robert J. Prier, Esq.  
Assistant Village Attorney

For Sloatsburg Village Police Benevolent Association

Kruse & McNamara  
Raymond G. Kruse, Esq., of Counsel

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

The prior Agreement between the parties, which covered the period June 1, 1984 through May 31, 1986 (Joint Exhibit A), expired with the parties at impasse over the terms of a successor agreement. Efforts at mediation did not result in agreement, and by petition dated June 23, 1987 (Joint Exhibit B), the PBA filed for compulsory interest arbitration pursuant to Section 209.4 of the Civil Service Law.

On July 16, 1987, the Village filed its response (Joint Exhibit C) to the PBA's petition.

A hearing was conducted before the undersigned Panel on December 2, 1987 in Sloatsburg, at which time both parties submitted numerous exhibits and presented argument on their respective positions.

Both parties filed post-hearing memoranda; that of the PBA was received on January 29, 1988, and that of the Village was received on February 3, 1988. Upon receipt of the parties post-hearing memoranda, the record in this dispute was declared closed.

Set out herein are the positions taken by the parties on each of the issues presented to the Panel, and the Panel's Award as to what constitutes a just and reasonable determination of the parties contract for the period June 1, 1986 through May 31, 1988.

In arriving at such determination, the Panel has considered the following factors, as specified in Section 209.4, 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.

## BACKGROUND

The Village is located in the Town of Ramapo, which is in the western part of Rockland County. Rockland County has 12 police departments; 5 are town police departments, and 7 are village police departments. According to 1980 census figures, the Village had a population of slightly over 3,000 people. The Village Police Department presently consists of a Chief and six (6) officers, and operates sixteen (16) hours per day. During the hours of midnight until 8:00 a.m. police coverage is provided by the Town of Ramapo Police Department.

This relationship with the Ramapo Police Department is further extended as a result of a municipal cooperation agreement, dated December 31, 1986, (Village Exhibit 6) entered into between the Village and the Town of Ramapo, wherein Village officers patrol a part of Ramapo outside of the Village, for which the Town of Ramapo compensated the Village \$38,500 for 1987; and expected compensation of \$63,500 for 1988. During normal police operations, Village police provide backup assistance to Ramapo police and vice versa.

The prior collective agreement between the parties covered the period June 1, 1984 through May 31, 1986 (Joint Exhibit A), and granted Village police officers a raise of approximately 43% over the 2 year period. Negotiations for the agreement to commence June 1, 1986, which is the subject

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of this arbitration, commenced in the Spring of 1986, but were suspended pending the outcome of a representation dispute which was ultimately decided by PERB.

Salaries in effect for Village police officers prior to June 1, 1986, are as follows:

Probationary	\$15,241
5th Grade	\$17,216
4th Grade	\$20,665
3rd Grade	\$23,460
2nd Grade	\$25,493
1st Grade	\$29,050

SALARY

PBA Proposal

The PBA argues that Village police officers should be compared to other Rockland County police when determining the appropriate salary increases. Village police work side by side with all other Rockland police, are part of the county-wide 911 network, and even patrol an area of Ramapo by agreement between the Village and the Town of Ramapo. Yet, the PBA maintains that the Village police are the lowest paid police in Rockland County, at every salary grade level.

Using the top grade (1st Grade) police officer as a benchmark, based on salaries in effect in 1986, a Village 1st Grade officer was paid an annual salary that was \$4,822 less or 17% below the average salary paid by other departments in Rockland County. This 1st Grade officer was paid 23% less than the Ramapo officer, even though the Village officer does the same work in Ramapo that the Ramapo officer performs. The Village's 1st Grade officer was paid \$8,419 or 29% less than the top paying department of Clarkstown. In fact, the salary of a Village 1st Grade officer on May 31, 1986 was almost 14% below the next lowest paying department, which was South Nyack. A schedule showing the comparative salaries amongst Rockland County police is contained in the PBA's hearing brief (Schedule A).

According to the PBA, the same level of salary disparity exists among all grades of officer, when the Village salaries are compared to those of any other police department in Rockland County. The PBA proposes the following salaries be awarded by this Panel:

Rank	6/1/86	6/1/87
5th Grade	26,618	29,287
4th Grade	33,278	35,947
3rd Grade	34,675	37,344
2nd Grade	36,072	38,741
1st Grade	37,469	40,138

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The PBA argues that such salary schedule will make the Village police department salaries competitive with other Rockland County police departments, and will eliminate the current high turnover rate that exists among Village officers, who after training, are employed by other Rockland County departments at a higher salary level.

#### Village Proposal

The Village argues that it is unique, in that it is a small community with a part-time police department, and that it is not properly compared to other Rockland County police departments. Village officers never are required to work the difficult night shift from midnight to 8:00 a.m. and are never required to incur the disruption of their personal lives which is required by every other municipal police department.

According to the Village, the only proper comparison is with the Town of Tuxedo, which borders upon the Village, and which are both served by New York State Route 17. Tuxedo and Sloatsburg often work hand in hand on police, fire and ambulance matters. Furthermore, the similarities between the two communities extends to geographical, economic and sociological factors, which cannot be ignored.

A review of the most recent collective bargaining agreement for the Town of Tuxedo Police Department, for the period January 1, 1984 through December 31, 1986, reveals that Village officers are paid far in excess of Tuxedo police, even though Tuxedo maintains a full-time department. As of July 1, 1986, the top salary for a Tuxedo officer was \$26,463. As of June 1, 1985 in Sloatsburg, that same officer would have been paid \$29,050, or \$2,614 more than the Tuxedo officer. For new employees, as of July 1, 1986, Tuxedo would have paid an officer the sum of \$11,935 to start, while Sloatsburg would have paid a starting salary of \$15,241, or \$3,306 more than Tuxedo.

The Village proposes a salary increase of 5% effective June 1, 1987 and 5% effective June 1, 1988. The Village argues that this Panel must consider the financial ability of the Village to pay salary increases, and that any additional salary increases beyond those proposed by the Village would create a budget deficit and would place an unfair burden on the taxpayers of the Village. These taxpayers already pay the highest real property taxes of any residents of the Town of Ramapo (Village Exhibit 1), which can be attributed to the cost of the Village's part-time police department, and the cost of paying the Town of Ramapo for police protection on a 24 hour coverage basis. This is the result of Section 150 of the Town Law, which states that

only a Village with a full-time department can apply for an exemption of its share of town police taxation.

In fact, the Village argues that increased taxation to fund additional police salary increases might result in the dissolution of the Village Police Department. This was one of the options considered by an independent commission set up in July 1985 to study the problems concerning the Village Police Department (Village Exhibit 2). The Village argues that the awarding of salary and benefit increases beyond the budget capability of the Village may mandate the dissolution of the police department.

The Village also indicates that its budget is further diminished by two major cost increases in the area of garbage collection and health insurance. The cost to Village residents for garbage collection will double as of January 1, 1988 due to increased dumping fees by the Town, and the state-wide Empire Plan for health insurance has announced a large premium increase. All other Village employees except the police have received salary increases of only 3% in fiscal year 1987-88. The increase sought by the PBA would be beyond the ability of the Village to pay, and would far exceed the relevant cost of living figures which show an annual average increase of only 2.4% for the period to be covered by this arbitration award (Village Exhibit 4).

Discussion and Award

In resolving the salary dispute and the other pending issues before this Panel, it is essential to determine the proper comparables--other police departments to which the Village Police Department should be compared, in terms of salaries and other benefits. For several reasons, it is the view of this Panel that the only proper comparison which can be made, must be between the Village Police Department and other Rockland County police departments.

The Village of Sloatsburg is indeed located in Rockland County. PERB defines the "downstate" area as consisting of Westchester, Rockland, Nassau and Suffolk counties. Clearly, it is inappropriate to compare a Rockland County community, with all of its benefits and perhaps drawbacks, with an Orange County community such as the Town of Tuxedo. Village police officers patrol within the Town of Ramapo, and provide and receive back-up from the Town of Ramapo Police Department. Officers from the Town of Ramapo patrol the Village from midnight to 8:00 a.m., and Village officers, under a municipal cooperation agreement with the Town of Ramapo, perform patrol coverage for a portion of Ramapo in return for compensation paid to the Village.

Village officers are also trained at the Rockland County Police Academy, as are all other Rockland police

officers. The specific salary grades of Village officers are required by the Rockland County Police Act, as are the salary grades of all Rockland County police officers. The salary grades of police in the Town of Tuxedo are not subject to the Rockland County Police Act, and are different.

Finally, as part of Rockland County's police network, the Village Police Department will be linked to the county-wide 911 telephone system, and shares the wide range of investigative services provided by the Rockland County Bureau of Criminal Investigation of the Rockland County Sheriff's Department. It is the Panel's view that the most appropriate comparison, for purposes of salaries and benefits, can only be one that is made viewed against other Rockland County police departments.

However, that does not mean that the appropriate comparison should be the Clarkstown or Ramapo police departments, as they both serve a much larger community and are are much larger police departments than that of the Village. Rather, Sloatsburg may be properly compared to the police departments of the Villages of Piermont and South Nyack, which have similiar populations and are similiar in size to the Sloatsburg Police Department. It must be noted that these same two Rockland County police departments were also used by the Village's Police Advisory Committee, along

with the Town of Tuxedo, to compare the operation of such departments to that of Sloatsburg, to determine if a full time police department would be more practical for the Village (Village Exhibit 2).

The Panel has carefully considered the Village's argument on it's lack of ability to pay additional salary increases, and must reject such argument. A review of the Village's budget (Village Exhibit 3) and the Police Advisory Committee Report (Village Exhibit 2), indicates that the Village has considered the savings it may achieve if it went to a full-time police department, and thereby could avoid paying the Town of Ramapo for additional police protection. The budget does not reflect that any amount at all was budgeted for police salary increases--not even the 5% that was offered by the Village.

Furthermore, the Village has failed to consider the compensation it is receiving from the Town of Ramapo for the services that the Sloatsburg police are performing in Ramapo. Such factors must impact upon the taxes to be paid by the residents of the Village. Although the Village may prefer not to pay for additional salary increases for its police, the evidence does not support its claim that it does not have the ability to pay for such increases.

To bring the Sloatsburg police to a more appropriate salary level in June of 1987, and to get them close in salary to Piermont, South Nyack, and the police department of the Village of Haverstraw, which are the three next lowest paid police departments in Rockland County, a significant salary increase must be awarded to the Sloatsburg police. This will still result in Sloatsburg being the lowest paid police department in Rockland County, but it will close the unwarranted salary gap that now exists, and make Sloatsburg somewhat comparable and competitive with other small Rockland County police departments.

The Panel awards salary increases as follows:

Effective June 1, 1986, all salary grades will receive a one time wage adjustment of \$2,000 plus an 8% increase.

Effective June 1, 1987, all salary grades will receive a 9% increase. All salary increases shall be paid retroactive to June 1, 1986. The new salary schedule shall read as follows:

Rank	6/1/86	6/1/87
Prob.	18,620	20,296
5th Grade	20,753	22,621
4th Grade	24,478	26,681
3rd Grade	27,497	29,971
2nd Grade	29,692	32,365
1st Grade	33,534	36,552
Sergeant	36,672	39,973

LENGTH OF CONTRACT

Village Proposal

The Village proposes that this Panel award a 3 year contract. The Village also proposes that Article XXIII be deleted as it simply repeats the language of Article II.

PBA Proposal

The PBA seeks a 2 year agreement.

Discussion and Award

Pursuant to the provisions of the Taylor Law under which this Panel has been constituted, the Panel is limited to awarding a 2 year agreement. Accordingly, the term of the contract awarded herein by this Panel shall commence on June 1, 1986 and continue through May 31, 1988.

The Panel accepts the Village proposal to delete Article XXIII from the contract.

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LONGEVITY

PBA Proposal

The PBA proposes a longevity increment of \$500 after 3 years of service and additional increments of \$500 on a cumulative basis after each successive 3 years of service.

Village Proposal

The Village proposes that longevity increments shall be paid annually in accordance with the following schedule: After 3 years \$400; After 6 years \$400; After 9 years \$400.

The Village further proposes that longevity shall be cumulative, that is salary plus \$400 per annum each year after the third year of employment; salary plus \$800 after the sixth year of employment; salary plus \$1,200 after nine years of employment. The maximum annual longevity payment is \$1,200 after the ninth year. Thereafter, the annual longevity payment shall be \$1,200 for the duration of the employee's employment.

Discussion and Award

The Village proposal is accepted by this Panel. While the longevity increments paid to Village police officers will still be the lowest in Rockland County, the modest increase is sufficient in view of the substantial salary adjustment and increases being awarded in this arbitration proceeding.

## HOLIDAYS

### PBA Proposal

The PBA proposes that 2 additional holidays, namely Martin Luther King Day and Election Day, be added to the list of holidays. Presently, the Sloatsburg police receive 11 days for holidays. Nine of the remaining eleven Rockland County police departments grant more than 11 holidays, while others have a provision that grants the officers special time off in lieu of holidays.

### Village Proposal

The Village proposes that the number of holidays be increased from 11 to 12 so as to include Martin Luther King Day. The Village further proposes that employees will be paid for holidays at the end of the regular pay period in which a holiday falls.

### Discussion and Award

A review of the other Rockland County police departments indicates that almost all are now receiving 12 holidays per year. This Panel accepts the Village proposal to add Martin Luther King Day to the list of holidays, and to change the time period as to when an employee will receive holiday pay.

OFFICER IN CHARGE

PBA Proposal

The PBA proposes that a new article be added to the contract to provide that "if a paid supervisor is not on duty, at any time, the officer in charge will be paid at one and one-half (1-1/2) times his regular hourly rate for each hour served under such condition." The PBA makes such proposal since there are presently no paid supervisors in the department, except for the Chief of Police. In the absence of the Chief, the senior police officer is in charge of the department and is often required to assume additional responsibilities for which he is not compensated.

Village Response

The Village is opposed to this proposal.

Discussion and Award

The Panel rejects the PBA proposal. While the senior police officers may prefer not to shoulder additional responsibilities in the absence of the Chief of Police, it is the view of the Panel that they are compensated for such by the grades contained in the salary schedule, and by longevity increments.

UNIFORM CLEANING

PBA Proposal

The PBA proposes that the uniform cleaning allowance be increased to \$600. Presently, the Village has the option of either cleaning the officer's uniforms or paying each officer the sum of \$375 annually. The PBA maintains that \$375 is inadequate to cover the actual cost of cleaning the uniforms. Most other Rockland County police department either clean the uniforms or provide a much greater payment.

Village Proposal

The Village proposes that the uniform cleaning allowance be increased to \$400.

Discussion and Award

By any calculation, the present cleaning allowance of \$375 is not sufficient to cover the actual cost of cleaning, and is not comparable to the same benefit offered by other police departments in Rockland County. The Panel notes that the majority of other departments provide cleaning of the uniform.

The Panel awards that the uniform cleaning allowance be increased to \$500 per year, and that the Village continue to have the option of providing uniform cleaning in lieu of the allowance. Payment of the increased cleaning allowance is retroactive to June 1, 1986.

PBA BUSINESS

PBA Proposal

The PBA proposes that the President of the Sloatsburg PBA or a designated alternate shall be allowed forty (40) working hours off during any calendar year to be used solely for PBA business. The PBA argues that even in a small department like Sloatsburg, the PBA President must spend time in representation of members, meeting with union attorneys, as well as reading and correspondance responsibilities.

Village Response

The Village is opposed to this proposal.

Discussion and Award

The Panel rejects the PBA proposal. While there is no doubt that the President of the Sloatsburg PBA must spend time on union matters, in a department as small as Sloatsburg, formal union leave time is not justified.

MEAL ALLOWANCE

PBA Proposal

The PBA proposes a new article which would provide an officer with a \$10 meal allowance for each 4 hours of overtime worked. This would compensate the officer for the additional expense incurred when having to work overtime, and not being able to eat at home.

The PBA also proposes that when an officer is on official business outside of Rockland County, he should be paid meal and tip allowance according to the following schedule: Breakfast \$6; Lunch \$12; Dinner \$20.

Village Proposal

The Village proposes that an officer should receive a \$5 meal allowance for each 4 hours of overtime worked. The Village opposes any proposal for meal allowance outside of Rockland County.

Discussion and Award

The Panel agrees with the PBA that a meal allowance is justified when an officer works at least 4 hours of overtime, and awards such a meal allowance of \$7.50 for each 4 hours of overtime worked. The remainder of the PBA proposal is rejected as unwarranted.

NIGHT DIFFERENTIAL

PBA Proposal

The PBA proposes that a shift differential of 10% be paid to any officer who actually works between the hours of 3:00 p.m. and 8:00 a.m. The PBA argues that premium pay for less desirable shifts is a common practice, and that both Clarkstown and Orangetown police departments provide a shift differential.

Village Response

The Village opposes this proposal based on the fact that the Sloatsburg Police Department is not a 24 per day department.

Discussion and Award

The Panel rejects this proposal, and agrees with the Village that a shift differential is not appropriate due to the present situation where officers are never required to work during the midnight to 8:00 a.m. shift.

OVERTIME MINIMUM CALL-IN

PBA Proposal

The PBA proposes that all call-out time shall be paid at the rate of time and one-half (1-1/2) for all hours actually worked, subject to a minimum of 4 hours at time and one-half. The PBA argues that it is a standard provision in Rockland County that call-out time be paid with a minimum of 4 hours pay at time and one-half. Presently, Sloatsburg police only receive a minimum of 4 hours at straight time.

Village Response

The Village is opposed to the PBA proposal.

Discussion and Award

The Panel agrees that minimum call-out time is commonly paid at time and one-half, and awards 3 hours minimum call-out time at time and one-half, which is consistent with the smaller police departments in Rockland County.

WORKWEEK

PBA Proposal

The PBA proposes that the work schedule in effect on May 1986 shall be maintained throughout the life of the contract, and that it shall not be changed with less than 30 days notice, and that no individual schedule may be changed more than twice in any calendar year.

The PBA argues that officers often have little advance notice of changes in their schedule, which makes it difficult to plan normal social events with their families. The work schedule is constantly being changed, and is often not posted until shortly before its effective date, preventing any type of non-work planning.

#### Village Response

The Village is opposed to the PBA proposal, and maintains that it is impossible to schedule 1 year in advance.

#### Discussion and Award

The Panel rejects the PBA proposal, and agrees with the Village that it would be extremely difficult to anticipate all manpower needs and schedule work 1 year in advance. Yet, it is apparent that some consistent schedule needs to be maintained, so that officers may have some semblance of order to their off-duty lives.

The Panel awards that the following language shall be added to Article V of the contract: "The employer shall use its best efforts to insure a consistent work schedule for each officer, subject to the needs of the department, and shall provide an officer with reasonable advance notice of any change in work schedule, unless caused by an unanticipated absence or emergency."

SAFETY STIPENDS

PBA Proposal

The PBA proposes that when an officer is required to transport a prisoner without the presence of a second officer, that a stipend of \$100 be paid for each 4 hours of transport time.

The PBA also proposes that an officer be provided with at least 5 weapons training sessions per year, and if 5 sessions are not provided, then the officer shall receive a stipend of \$50 for each session less than the required 5. The PBA has a similar proposal relating to defensive tactics training, providing that an officer receive a stipend of \$150 for each session less than the minimum 5 sessions sought by the PBA. The PBA also has a similar proposal requiring 5 legal and professional updating sessions per year, with a \$150 stipend paid for each session less than the required 5.

The PBA also seeks assignment of 2 men in each car during the evening tour, with a stipend of \$200 to be paid if an officer is assigned to patrol alone during such tour. The PBA also proposes that any officer assigned to patrol in a vehicle with more than 65,000 miles on the odometer, be compensated with a stipend of \$25.

Additionally, the PBA seeks a stipend of \$50 to be paid to an officer if required to detain a female prisoner at the station, if a matron is not available within 1/2 hour after

such arrest. Finally, the PBA seeks a \$50 stipend per shift per officer in the event the police station facilities are not secure.

#### Village Response

The Village is opposed to the PBA proposals, and indicates that it intends to take future action to have more training opportunities made available to officers.

#### Discussion and Award

The Panel agrees with the PBA that the transporting of a prisoner by one officer only is a dangerous situation that should be discouraged. With that intent, the Panel awards the PBA proposal regarding the payment to officers of a safety stipend of \$100 for any 4 hour period where prisoner transport occurs with a ratio of less than 2 officers per prisoner.

As to the remaining PBA safety proposals, while the Panel encourages the Village to develop and follow a regular training schedule for officers, the Panel rejects the method of stipends as a way to insure such training. Rather, the Panel suggests that the Village and the PBA form a joint labor-management committee to review available training opportunities and to develop a comprehensive training plan for members of the Sloatsburg Police Department.

OPTICAL PLAN

PBA Proposal

The PBA proposes that an optical plan be added to the contract, to provide for the payment of expenses related to eyeglasses and contact lenses. Such plan shall be fully paid for by the Village. The PBA argues that several other Rockland County police departments have the benefit of an optical plan.

Village Response

The Village is opposed to the PBA proposal.

Discussion and Award

The Panel rejects the PBA proposal as unwarranted due to the small size of the department.

VACATION

PBA Proposal

The PBA proposes that additional vacation benefits be provided according to the following schedule: 15 days vacation after 6 months of employment; 20 days vacation commencing with the 3rd anniversary of employment; 25 days vacation commencing with the 7th anniversary of employment; 30 days vacation commencing with the 15th anniversary of

employment; 35 days vacation commencing with the 20th anniversary of employment.

The PBA argues that the Sloatsburg Police receive the least number of vacation days of any Rockland County police department. The number of vacation days earned by officers in the average Rockland County police department is 477.9 days or an average of 23.9 days per year. Under the present vacation benefit provided by the Village, Sloatsburg officers would receive only 315 days total or an average of 15.75 days per year.

#### Village Response

The Village proposes to continue the current vacation benefit, which provides 10 days vacation after 1 year of employment; 15 days vacation commencing with the 4th anniversary of employment; and 20 days vacation commencing with the 11th anniversary of employment.

#### Discussion and Award

The Panel agrees that the present vacation benefit provided to officers is low, when compared with benefits offered by comparable police departments in Rockland County. Accordingly, the Panel awards vacation benefits as follows: 10 days after 1 year of employment; 15 days after 2 years of employment; 20 days after 5 years of employment; and 25 days after 8 years of employment. All other provisions of the current vacation article shall remain the same.

## SICK LEAVE

### Village Proposal

Currently officers have an unlimited sick leave benefit. The Village seeks to change such provision, and provide sick leave in accordance with the following: As of June 1, 1986, each employee shall be awarded 10 days sick leave for each 1 year of service. Thereafter, each employee shall receive 1 day per month during the first 5 years of service, and 1-1/2 days per month after the completion of 5 years of service. At no time shall the number of days of sick leave exceed 180 days. Sick days may not be sold back for pay or used towards retirement.

### PBA Response

The PBA is opposed to the Village proposal to reduce sick leave to 12 days per year for the majority of the Sloatsburg police officers. The PBA argues that most police departments in Rockland County provide 24 sick days per year and many have sick leave buyouts.

### Discussion and Award

The current sick leave provision in the contract provides that "an employee shall be entitled to paid sick leave for any period of time in which he is actually ill and

unable to attend to his employment." The provision also contains language giving the Village the right to investigate the claim of illness and to require medical documentation if an employee is absent more than 3 days.

The Panel rejects the Village proposal. It is the view of the Panel that the current language of the sick leave provision grants the Village sufficient rights to insure that sick leave is not abused. In the absence of any proof presented by the Village that sick leave has been the subject of abuse, there is no basis for this Panel to reduce this benefit.

#### MANAGEMENT RIGHTS

##### Village Proposal

The Village proposes that a new article entitled "Management Rights" be added to the contract. The Village proposes a standard management rights article, which it claims is necessary to provide clarity regarding the operation of the Police Department.

##### PBA Response

The PBA is opposed to the Village proposal, and argues that the Village has presented no justification for the inclusion of such a clause in the contract.

Discussion and Award

Management rights clauses, such as the one proposed by the Village, are generally included in most public sector collective bargaining agreements as "boilerplate" language. While such a clause does not increase or add to the inherent management rights currently held by the Village as employer, the addition of a management rights clause often acts to clarify various operational functions of the department, and avoids disputes over the right to act in areas both within and without the confines of the contract.

Accordingly, this Panel accepts the Village proposal and awards a "Management Rights" clause as follows:

Except as expressly limited by the provisions of the Agreement, all of the authority, rights, and responsibilities possessed by the Village are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Village and its departments; to determine the facilities, methods, means and number of personnel for the conduct of the Village programs including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, reassignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force, to establish specifications for each class of positions, and to classify or re-classify, and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of the agreement.

PANEL NOTATION

The Panel has made awards on specific proposals as set out supra in this arbitration Award. Unless otherwise specifically indicated, all provisions awarded are retroactive to June 1, 1986. Any proposals not awarded or discussed in this Award are rejected. All other provisions and language contained in the 1984-86 contract (Joint Exhibit A) are hereby continued, except as specifically modified in this Award.



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Jeffrey M. Selchick, Esq.  
Public Panel Member & Chairman

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Reuben Ortenberg, Esq.  
Employer Panel Member



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Maureen McNamara, Esq.  
Employee Organization Panel Member

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

On this 31<sup>ST</sup> day of March, 1988, before me personally came and appeared Jeffrey M. Selchick, to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

CATHY L. SELCHICK  
Notary Public State of New York  
No. 4830513  
Qualified in Albany County  
Commission Expires March 30, 1989

*Cathy L. Selchick*  
NOTARY PUBLIC

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On this            day of            , 1988, before me personally came and appeared Reuben Ortenberg, to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

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

On this 1<sup>ST</sup> day of APRIL , 1988, before me personally came and appeared Maureen McNamara, to me known and known to be the individual described in the foregoing Instrument, and she acknowledged to me that she executed the same.

LINDA HOPPENTHALER  
Notary Public, State of New York  
No. 4838549  
Qualified in Rockland County  
Commission Expires March 30, 1989  
May 31

*Linda Hoppenthaler*  
NOTARY PUBLIC