

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
JUL 23 1989
MUNICIPAL

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Arbitration
Pursuant to Section 209 of the
New York State Civil Service Law

Case No. IA88-25,
M88-272

- Between -

TOWN OF BLOOMING GROVE

- and -

BLOOMING GROVE POLICE BENEVOLENT
ASSOCIATION

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APPEARANCES

FOR THE ASSOCIATION

A.J. Smith, President
G.F. Kuchinsky, Officer
John Henry, Vice President
New York State Federation of
Police, Inc.
Edward J. Fennell,
Municipal Finance Consultant

FOR THE TOWN

David B. Gubits, Esq.

BEFORE:

PUBLIC ARBITRATION PANEL:

NANCY CALHOUN, Supervisor,
Town of Blooming Grove, Arbitrator

REYNOLD A. MAURO, ESQ., Arbitrator

MURRAY BILMES, ESQ., Chairman

BACKGROUND

The Town of Blooming Grove (hereinafter "Town") and the Blooming Grove Police Benevolent Association (hereinafter "Association") had reached an impasse in renegotiating their last collective bargaining agreement which had been in effect for two years and had terminated on December 31, 1987.

The United Federation of Police filed a petition for Compulsory Interest Arbitration on October 26, 1988, alleging that all items that had been discussed by the parties in collective bargaining were open as follows:

1. 20 year retirement;
2. Salaries;
3. Night differential;
4. Recall;
5. Unlimited sick time;
6. Personal days;
7. Overtime;
8. Vacation;
9. Uniform cleaning allowances;
10. Duty Chart;
11. Overtime Rate;
12. Terminal Leave;
13. Insurance Benefits;
14. Disciplinary proceedings;
15. Grievances and binding arbitration;
16. Vacations and Seniority

17. Longevity.

The Town in its Response to the Petition for Compulsory Interest Arbitration, dated November 14, 1988 either rejected the open terms, or proposed continuation of existing provisions, and in addition, submitted its open proposals, as follows:

1. Minimum recall;
2. Change in health insurance carrier;
3. Dental insurance premium language change;
4. Accrual of holidays;
5. Notice upon all requests for personal leave;
6. use of accrued vacation time;
7. Vacation scheduling;
8. Disciplinary proceedings;

On December 28, 1988, the New York State Public Employment Relations Board, pursuant to Section 209 of the New York Civil Service Law, designated Nancy Calhoun, as Public Employer Panel Member; Reynold A. Mauro, Esq. as Employee Organization Panel Member; and Murray Bilmes, Esq. as Public Panel Member and Chairman as a Public Arbitration Panel for the purpose of making a just and reasonable determination of this dispute.

On February 2, 1989, the Panel conducted a hearing and considered the evidence and arguments of the parties.

DISCUSSION AND AWARD OF COMPULSORY INTEREST
PUBLIC ARBITRATION PANEL

A. Salaries: The Association presented arguments in support of its position on salaries pointing out that it had withdrawn its proposal for the 20 year police retirement and suggested raises in the amount of 6.5% for 1988, 6.5% for 1989 and 6.5% for 1990. The Town expressed its position that the cost of living has not exceeded 5% in any given year over the past 5 years and further that the raises previously negotiated by the Association have in all instances exceeded the cost of living and suggested a raise of 4% a year.

The parties mutually agreed that the panel could make an award for three years in view of the fact that the existing collective bargaining agreement between the parties has expired as of December 31, 1987, and that the entire 1988 year had already expired.

The panel awards as follows:

1. Effective January 1, 1988 - 6% to be added on to the salary schedule in effect on December 31, 1987.
2. Effective January 1, 1989 - 6% to be added on to the salary schedule in effect on December 31, 1988.
3. Effective January 1, 1990 - 6.5% to be added on to the salary schedule in effect on December 31, 1989.

NOTE: The dissent of Nancy Calhoun is herein noted and is attached hereto.

B. Longevity: The Association suggests that the existing longevity schedules should be increased by \$150 at each step. The Town suggests no change. The Panel awards a raise of \$100 per longevity step to commence January 1, 1989.

C. Life Insurance: The Association and the Town mutually agreed to submit this item to the Panel, and pursuant to such mutual agreement, the Panel awards an increase in the amount of life insurance provided to each police officer by the Town from \$25,000.00 to \$50,000.00, to be implemented as soon as is practicable after the issuance of the award.

D. Lunch Allowances: The Association and the Town mutually agreed to submit this item to the Panel, and pursuant to such mutual agreement, the Panel awards an increase in the amount of lunch allowances for out of town travel from \$3.50 to \$7.50, to take effect upon the date of issuance of this award.

E. Clothing Allowance: The Panel has considered all of the evidence on clothing and cleaning allowances and herein awards a payment of \$500 during 1989 and \$550 during 1990 for clothing and cleaning.

F. Duty Chart: The Association has demanded a "Four-Two" Duty Chart consisting of no more than 232 work days per year. The employer has vigorously opposed this proposal and has requested that the Panel maintain the existing duty chart as is. The existing duty chart is identified as a "Five-Two" Duty Chart. This chart is not a "Five-Two" Duty Chart as the Association has demonstrated that there are high incidents of occasions wherein the employees are not enjoying two full days off as is enjoyed by the overwhelming number of employees in the private and public sector. The Association demonstrated that the existing duty chart is substantially more onerous than the duty charts enjoyed by employees in other municipalities in the surrounding region. The Panel awards a modification of the "Five-Two" Duty Chart to a "Four-Two"

Duty Chart to be implemented May 1, 1989. It is respectfully submitted by the Panel that the draft persons of the collective bargaining agreement take into consideration the difficulties that have been expressed by the members of the unit with reference to changes in shift. This is a small department and while the Panel recognizes that changes are in order, a Chief of Police needs a certain amount of flexibility in order to carry out his duties. However, the Panel is cognizant of the rigors of working on a rotating shift basis and the difficulties that are encountered due to a lack of reliability upon the scheduled shifts.

The Panel is confident that the draft persons for the parties will arrive at language that will assist both the employer and the members of the unit.

NOTE: The dissent of Nancy Calhoun is herein noted and is attached hereto.

G. INVESTIGATOR: The Association and the Town mutually agreed to submit this item to the Panel due to the fact that the Investigator is not covered by the "Four-Two" Duty Chart. The single Investigator employed by the Town currently receives a \$1,000.00 differential. The Panel awards an increase, effective January 1, 1989, in the differential from \$1,000.00 to \$1,500.00.

H. Health Insurance: The Town requested that the Panel consider a change in the health insurance provision. The Town notes that it is currently in the Empire Plan and that the costs of this Plan have become prohibitive, having moved into the cost area of approximately \$4,000 per year for family coverage. The Association strenuously resists this change; however, the Association states that it does not oppose the changing of the carrier as long as such change does not result in a reduction of benefits. It is the award of this Panel that the issue of health insurance be maintained as an open item and that the Association shall agree to the implementation

of a health insurance program with a new and different carrier if the benefits contained therein are substantially the same as those currently enjoyed by the Association under the collective bargaining agreement.

I. Dental Insurance: The Town pointed out to the Panel that currently there is a provision wherein the Town pays the individual cost of dental insurance and the employee has the option of paying the monthly costs of family coverage. This monthly cost is defined in the current agreement at \$15. The Town points out that the actual cost is, in fact, in excess of \$15 per month. The existing contract should be modified to reflect that the option is at the employee's cost without specifying the amount of that cost, and the Panel so awards.

J. Term of Agreement: As has been noted above, the parties stipulated and agreed that the Panel was authorized to issue an award for a three year period, so that the expired collective bargaining agreement be extended for three years, to commence January 1, 1988, and to terminate December 31, 1990, and the Panel so awards, said contract to incorporate the determinations and awards made herein, and other provisions as may be agreed to by the parties, and all other issues shall remain as is in the collective bargaining agreement that expired December 31, 1987.

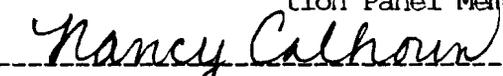
Dated: Pine Bush, New York
March 30, 1989



MURRAY BILMES, Esq., Chairman and
Public Panel Member



REYNOLD A. MAURO, Esq., Employee Organiza-
tion Panel Member



NANCY CALHOUN, Public Employer Panel
Member

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X

In the Matter of
TOWN OF BLOOMING GROVE,
Employer,

-and-

BLOOMING GROVE PBA,

Charging Party.

-----X

EMPLOYER PANEL MEMBER DISSENT

As the Supervisor of the Town of Blooming Grove, I have found the recent impasse with the police to be a painful one. I recognize the need for an effective, efficient, local police department to service the needs of our residents. I feel that we have accomplished this end and I am extremely satisfied with the individual police officers who are employed in the police department.

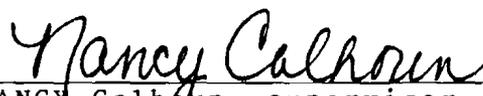
I also recognize that police professionalism is an evolving concept and we are truly moving toward a fully modern police agency that works in interaction with other police departments and that is tied into various police agencies through police computers.

Nonetheless, I do feel that as the elected Town Supervisor, I would be remiss if I in any way lent my support to increases in salaries and wages that are in excess of the cost of living figures that have been produced by the United States

Department of Labor. These figures have shown a constant Cost-of-Living level below 5% for the past 5 years. Many of our residents have their existing wage packages in their own employment tied into Cost-of-Living adjustments that only lead to an increase equal to a fraction of the Cost-of-Living adjustment. As much as I admire our police, I cannot concede an increase that is outside of this well defined parameter.

I should also note that although I am not specifically opposed to the "four and two duty chart" since it has been endorsed by our Chief of Police, this duty chart does, in fact, lead to a budget increase. It would be, again, negligent of me not to mention the fact that this reduced duty chart does in fact lead to an increase in the hourly and per diem rate and this increases the value of the 6, 6, and 6 1/2% pay increase that has been ordered by this panel.

I wish to finally point out that I am extremely hopeful that in the future the parties are able to resolve these difficulties without resorting to arbitration.



NANCY Calhoun, supervisor

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

On this 9th day of APRIL, 1989 before me personally came and appeared MURRAY BILMES, 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.

Frances Eve Bilmes

Notary Public

FRANCES EVE BILMES
Notary Public, State of New York
Resident in Orange County
My Commission Expires April 30, 1990

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

On this 10th day of April, 1989, before me personally came and appeared REYNOLD A. MAURO, 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.

Karen M. Morea

Notary Public

KAREN M. MOREA
Notary Public, State of New York
No. 01MO4855391
Qualified in Suffolk County
Commission Expires April 7, 1990

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

On this 17th day of April, 1989, before me personally came and appeared NANCY CALHOUN, to me known and known to me to be the individual described in and who executed the foregoing instrument, and she acknowledged to me that she executed the same.

Barbara E. Decker

Notary Public

BARBARA E. DECKER
Notary Public, Washingtonville
Orange County, N. Y.
My Commission Expires 1-31-91