

State of New York
Public Employment Relations Board

In the Matter of Interest Arbitration
between

THE TOWN OF SAUGERTIES, NEW YORK,
(Employer)

- and -

THE TOWN OF SAUGERTIES POLICE
BENEVOLENT ASSOCIATION Local 1629,
Council 82, AFSCME, AFL-CIO
(Union)

Opinion and Award

PERB Case No. IA 96-021;
M95-409

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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OCT 30 1997

CONCILIATION

Before: Public Arbitration Panel
Sumner Shapiro,
Public Member and Chairperson

James Griffis
Public Employer Member

Richard Stevens
Employee Organization Member

I. **INTRODUCTION:**

This document constitutes the Opinion and Award of the Public Arbitration Panel designated by the New York State Public Employment Relations Board, PERB, pursuant to Civil Service Law 209.4 on February 5, 1997. The Union is the Town of Saugerties Police Benevolent Association, Local 1629, Council 82, AFSCME, AFL-CIO, hereinafter referred to variously as the "The Union", "The Employees", "The PBA", "The Members" or "the Police People". The Employer is the Town of Saugerties, New York, hereinafter referred to variously as "The Employer", "The Town", "Saugerties" or "The Administration". The Union and the Employer were parties to a two year Collective Bargaining Agreement for the term of January 1, 1992 through December 31, 1994 but were unsuccessful in negotiating

terms and conditions for a successor Agreement. Consequently, the Union, pursuant to Section 205.4 of the Civil Services Rules and Regulations, petitioned the Public Employment Relations Board (PERB) to designate a Public Interest Arbitration Panel. PERB, pursuant to Civil Service Law Section 209.4, over the signature of its Chairperson, Pauline R. Kinsella, designated this Panel on February 5, 1997. The Panel convened a hearing on the premises of the Comfort Inn in Saugerties, New York on June 30, 1997 at which time the parties were afforded unrestricted opportunity to present testimonial and documentary evidence, examine and cross examine witnesses and offer arguments in support of their respective positions. Both parties were represented by counsel and neither questioned the fairness or completeness of the hearing. At the conclusion of the hearing, the parties opted to exchange and file Post Hearing Briefs postmarked August 8, 1997, which date was extended by one day at the Union request with the Employer's consent. The submission requirements were timely met on this basis. While the compulsory jurisdiction of the Panel pursuant to New York Civil Service Law Section 209.4 (vi) is limited to two years, the parties in the matter at hand requested and consented to having the Panel render a decision covering four contract years commencing January 1, 1995, January 1, 1996, January 1, 1997, and January 1, 1998 respectively (Panel Exhibits IA & IB, Appended). Accordingly, the Panel met and deliberated on October 6, 1997 and considered the entire record in light of the statutory provisions governing this procedure.

While the determinations of the Panel embody compromises by the Advocate Arbitrators, at least two of us were in agreement on each issue and the Panel, weighing the document as a whole, concurs in the award. The Panel in this Opinion and Award shall be understood to mean the Panel Chairperson and at least one other Panel Member.

The Panel was charged with making a just and reasonable determination of all issues before it for the four contract years commencing January 1, 1995, 1996, 1997, and 1998 respectively. Pursuant to New York State Civil Service Law 209.4(c)(v) which states as follows:

- A. comparison of wages, hours and conditions of employment of the employees involved in the Arbitration Proceeding with wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- B. the interest 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 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.

Appearances were as follows:

FOR THE UNION:

Christopher H. Gardner, Esq.
Hite and Casey, P.C.
Albany, New York 12206

Attorney for Council 82

George Heidcamp
President
PBA Local 1629

Witness

Clark M. Johnson
Vice Present
PBA Local 1629

FOR THE EMPLOYER:

John J. Greco, Esq.
Kingston, New York 12401

Attorney for the Town of
Saugerties

Michael Summers
Councilman
Town of Saugerties, New York

Marie Post
Councilwoman
Town of Saugerties, New York

Gregory M. Hulbert
Chief of Police
Saugerties, New York

Witness

Gary F. Newkirk
CPA
Saugerties, New York 12477

Witness

The following Exhibits were admitted into evidence:

UNION EXHIBITS:

- U1. Copy of Collective Bargaining Agreement (CBA) between the Town of Marlborough, New York and the United Federation of Police Officers, Inc. for the term of January 1, 1995 through December 31, 1997.
- U2. Copy of CBA between the Village of Ellenville, New York and the Ellenville Police Benevolent Association for the period June 1, 1996 through May 31, 2000.
- U3. Copy of CBA between the Town of New Paltz, New York and the Town of New Paltz Police Officers for the term January 1, 1993 to December 31, 1995.
- U4. Copy of CBA between the Town of New Paltz, New York and the Town of New Paltz Police Association for the term of January 1, 1996 to December 31, 1998.
- U5. Copy of CBA between the Bethlehem Police Officers Union Local 3364 of Security and Law Enforcement Police, Council 82, AFSCME, AFL-CIO and the Town of Bethlehem, New York for the term of January 1, 1996 through December 31, 1998.
- U6. Copy of CBA between the East Greenbush Police Officers Unit Local 1571, e.g. of the Security and Law Enforcement Employees, Council 82 AFSCME, AFL-CIO and the Town of East Greenbush, New York.
- U7. Copy of CBA between the City of Kingston, New York and the Kingston Police Benevolent Association for the term January 1, 1994 through December 31, 1994.
- U8. Copy of Update Data re. Salary Schedule for Kingston, New York PBA for 1995 through July, 1997.
- U9. Copy of CBA between the Town of Saugerties Police Benevolent Association and the Town of Saugerties, New York for the term January 1, 1992 through December 31, 1994.
- U10. Copy of the Town of Saugerties, New York 1997 Adopted Budget.
- U11. Copy of Technical Support Unit Division of Criminal Justice Services, State of New York re. Town of Saugerties Police Department dated June, 1993.
- U12. Copy of Opinion and Award Interest Arbitration between the State of New York (GOER) and the PBA of New York State Troopers, Inc. dated June 24, 1997.

U13. Copy of Seniority List Saugerties Police Department.

TOWN EXHIBITS:

- T1. Data Book Ulster County, 1996; Ulster County Planning Board, May, 1996.
- T2. Copy of news article Daily Freeman, Thursday, June 12, 1997.
- T3. Memo from Jerry Kirk to John Greco, Esq. re. Town of Saugerties taxable assessments, 1994 through 1998 dated June 23, 1997.
- T4. Copy of letter from Kingston Daily Freeman (undated) re. Fact Finder Recommendations Saugerties School District.
- T5. Statement of 1997 Budget for Town of Saugerties full time Officers by Gary Newkirk, CPA.
- T6. Saugerties Central School District Tax Rate information for years 1988-89 through 1997-98.
- T7. CPI All Urban Consumers New York, Northern New Jersey, Long Island, New York, New Jersey, Connecticut, 1987 through May, 1997.
- T8. Copy of CBA between Ulster County Deputy Sheriffs Police Benevolent Association and the County and Sheriff of Ulster for the term January 1, 1995 through December 31, 1998.
- T9. Copy of CBA between the Village of Saugerties, New York and the Saugerties Village PBA for the term June 1, 1995 to May 31, 1998.
- T10. Copy of CBA between the Town of Woodstock, New York and the United Federation of Police Officers for the term 1/1/94 through 12/31/96.
- T11. Copy of Agreement between the Town of Ulster, New York and the Town of Ulster Policemen Benevolent Association for the term January 1, 1997 through December 31, 1997.
- T12. Copy of spreadsheet by Gary Newkirk, CPA, summarizing salaries and major fringe provisions of Saugerties as of 7/1/94, Ulster County Deputy Sheriffs as of 1/1/95, 1/1/96, 1/1/97, Town of Ulster as of 1/1/97, Village of Saugerties as of 6/1/95, 6/1/96, 6/1/97 and Town of Woodstock as of 1/1/94, 1/1/95 and 1/1/96.
- T13. Summary of caller responses 1/1/97 to 6/26/97 by Saugerties full time and part time Officers.

T14. Statistical Summary of numbers of New York State Municipal Police Personnel in Ulster County.

T15. Copy of U.S. Department of Labor BLSCPI Summary All Urban Consumers Northeast Urban for years 1987 through May, 1997.

II. ISSUES:

A. The issues before the Panel were as follows:

1. Salary.
2. Longevity Payments.
3. Compensation for damage to personal property.
4. Recall for overtime provisions.
5. Bereavement Leave.
6. Vacation scheduling.
7. Work scheduling and training requirements.

B. Salary and Longevity Increments

1. Union Position

The Union urges there has been no salary adjustments in this jurisdiction since July of 1994 at which time the starting rate was set at \$23,561 per annum and the rate at the top (five year) step was fixed at \$30,045 per annum. The Union maintains the Saugerties rate falls substantially below those in effect in comparable jurisdictions and emphasizes that an important parameter in the charge of Civil Service Law Section 209(5) to the Panel is to consider the wages, hours and terms of employment of other employees similarly situated. It specifically cites top step (sixth year)

salaries in the Towns of New Paltz, Marlborough, Kingston, East Greenbush and Bethlehem as standards and concludes that in 1995 or 1996 the Town of Saugerties Police were behind the standard by nominally 22.5% and lagged the Ulster County comparables by nominally 20% in 1995 and 23.5% in 1996. The Union proposes a raise of 10% for the year 1995 and a second like raise in 1996 and argues that even after applying these two 10% increases, Saugerties would move ahead of Ellenville by only \$882 per annum and Kingston by only \$322 per annum and would continue to trail Marlborough by \$108 and New Paltz by \$2,417. In conjunction with adjustments of this magnitude, the Union is prepared to accept a cap on longevity payments.

The PBA defends its choice of comparables on the basis that they are geographically linked in Ulster County and/or are constituted of similar population and police officer complements in other cases.

The Union argues that the Employer has the ability to pay claiming first, that Ulster County in general has maintained a relatively diversified economic base and that despite downsizing by IBM, has had a lower unemployment rate than the State at

large. The PBA claims property vacated by IBM is in the process of being occupied by Fleet Bank and will employ 100 full time and approximately 2,000 seasonal workers in the Town of Ulster in 1997. In examining the Town of Saugerties budget, it asserts the moneys budgeted in 1997 for Police Operations include at least \$30,000 in excess money which could be employed to fund much of the PBA demands. Claiming that each 1% salary increase costs the Town \$4,590 per annum, the Employees state the total sought-after 20% would impose an annual cost of \$90,800 which they maintain, the Town could readily finance out of surpluses. In fact, they continue, the 1997 budget estimated revenues \$200,000 below those actually realized in 1996 and suggests that this \$200,000 will be forthcoming and can be used to fund the requested adjustments.

2. Employer's Position

The Employer offers a two-pronged rebuttal to the Union proposal. Firstly, it notes that its financial position is precarious having been caught in the backwash of a 7,000 person downsizing by IBM in Kingston. The Employer claims the economic profiles of Northern and Southern Ulster County are starkly distinguishable in that Poughkeepsie and Fishkill still maintain IBM operations. While

there has been a County-wide reduction in the civilian workforce since 1990 to 1995, the Southern tier of Ulster County has reportedly continued to see growth and putatively, reliance upon County-wide statistics understates the severe economic buffeting sustained by Saugerties and its neighbors in the Northern locations.

The Employer challenges the propriety of including as comparables, jurisdictions cited by the Union. For example, it notes that Marlborough has all part time Officers and believes one appropriate comparable is the Village of Saugerties which is, of course, contained within the Town of Saugerties. There, it offers, the Officers earn 6.1% less than Town Officers as of July 1, 1994 and even in 1996 earned 2.5% less than Saugerties Officers did in 1994. Another cited jurisdiction is the Town of Woodstock, an adjoining community, which reportedly paid salaries 6% below those of Saugerties in 1994, and are only 1.2% greater than the Saugerties 1994 salaries as of January 1, 1996. The Ulster County Deputy Sheriffs, it emphasizes, even as of 1/1/97, earned 1.5% less than the Town of Saugerties counterparts did in 1994 and the Town of Ulster, as of 1/1/97, or three years later, pays

only 3.8% more than does Saugerties to its top step Police Officers.

The Town also proposes that the Union has conveniently overlooked longevity payments citing Marlborough as an example of a community which pays no longevity. In other cited communities like Bethlehem, the longevity payments are not cumulative and are capped at a maximum. The Town of Saugerties by contrast has no cap and pays cumulative longevities starting at \$150 per annum from years six (6) through eleven (11) and at \$300 per annum thereafter until year eighteen (18) where it goes to \$450 per year to year twenty-four (24). After twenty-five (25) years Saugerties longevity is \$6,600 per year and is still not capped.

The Town contends it has had a real estate recession in recent years, and its assessment roles have generally decreased. Taxpayer patience reportedly has come to an end with an irate public refusing to agree to even modest increases in the school budget, which is the only one of which they enjoy a direct controlling vote.

In summary, the Employer argues that Saugerties salaries implemented in 1994 have exceeded those in effect for appropriate comparable jurisdictions at least up until 1997 so that any

inequity which prevailed favored the Union for that period. Moreover, comparisons subsequent to that period are claimed to show very small differences even where others exceed Saugerties 1994 compensation scale even before considering the effects of Saugerties allegedly generous and uncapped longevity payments.

3. Panel's Opinion

The Panel used longevity payments as integral components of salary and has dealt with the issues in unison in weighing the positions of the parties. Our first task is to designate comparable jurisdictions and we have limited these to Woodstock, Kingston, the Village of Saugerties, the Ulster County Deputies, the Town of Ulster and the Town of Ellenville. We have excluded Bethlehem and East Greenbush on the basis that they are located 90 miles north and are a part of the Capital District economy, which is readily distinguishable from that of Northern Ulster County. We have similarly excluded New Paltz and Marlborough on the basis of geographic remoteness and/or the economic influence of State Institutions on the local economy. Secondly, we have made an effort to convert the diverse practices among jurisdictions to a single equivalent basis for comparison

purposes. We have done this by converting all payments subsequent to those at Step 6 to a present value at Step 6 utilizing a 5% per annum compounded discounting rate. We then determined, again using a 5% per annum compounding rate, the uniform annual payment which could be funded out of these moneys going forward over 20 years which would bring the Employee through year 25 of his or her employment at which point the money in the Fund would be depleted. We, therefore, added that annual uniform amount to the top step salary to obtain a uniform salary which if paid over 20 years would at the conclusion thereof have provided the Employee with a sum of money equivalent to that which he would have realized had his compensation progressed on the path enumerated in the CBA. Since we converted the salaries in each of the jurisdictions in this manner, comparisons among them were all made on the same basis and provide a reliable measure of the true differences and similarities among jurisdictions. The arithmetic procedure employed is more fully explained, utilizing the Town of Saugerties data as an example, in Panel Exhibit II, appended. In the case of the Ulster county Deputies where the top step is reached after Step 5, a similar procedure was employed to calculate an

imputed top step rate at 5 years.
This is more fully explained in
Panel Exhibit III, appended.

The annual uniform equivalence of the contractually specified longevity schedules through Step 25 are listed in Table I below:

TABLE I

**SUMMARY OF UNIFORM ANNUAL LONGEVITY PAYMENTS
EQUIVALENT TO CONTRACTUAL LONGEVITY SCHEDULE ^{1/}**

<u>JURISDICTION</u>	<u>ANNUAL UNIFORM EQUIVALENT</u>
Ellenville, Village of	\$ 475
Kingston, City of	810
SAUGERTIES, TOWN OF	2130
Saugerties, Village of	516
Ulster County Deputies	2601
Ulster, Town of	1781
Woodstock, Town of	553

^{1/} Based on service through Step 25

The equivalent values of the longevity payments vary significantly among comparable jurisdictions with the Town of Saugerties exceeding all but the Ulster County Deputies. However, this is based on an uncapped plan prevailing in the Town of Saugerties. Capping the plan will have varying effects upon individuals depending upon their respective seniorities. People at the bottom of the seniority rung will be less affected than those who were approaching the terminal years of their careers. The Panel has based its evaluation on the

existing annual uniform longevity equivalent of \$2,130 and has dealt with a longevity cap question independently.

The Ulster County Deputy Sheriffs data presented a unique problem attributable to the fact that the top step in that jurisdiction is not reached until the 15th year of service. The Panel calculated an imputed equivalent salary effective at the commencement of year 6 to place this jurisdiction on the same basis as the other comparables. Details and an explanation of the procedure appear in Panel Exhibit III, appended. The salaries were found to be \$28,704 for the 1995 calendar year and \$29,552 for calendar year 1996.

The Panel summed the salary and longevity equivalents for each of the comparable jurisdictions as set forth on Table II. (Page 16)

TABLE II

SUMMARY OF EQUIVALENT SALARIES INCLUSIVE OF LONGEVITY PAYMENTS FOR COMPARABLE JURISDICTIONS - 1995-96

JURISDICTION	1/1/95	LONGEVITY	1/1/95 TOTAL	1/1/96	LONGEVITY	1/1/96 TOTAL	% CHANGE
	<u>TOP STEP SALARY</u>	<u>EQUIVALENT</u>	<u>SALARY+ LONG.</u>	<u>TOP STEP SALARY</u>	<u>EQUIVALENT</u>	<u>SALARY + LONG.</u>	<u>1995 TO 1996</u>
	\$	\$	\$	\$	\$	\$	%
Ellenville ^{1/}	not available			35,472	475	35,947	
Kingston ^{1/}	34,982	810	35,792	36,032	810	36,842	2.93
Saugerties Village ^{2/}	28,317	516	28,833	29,308	516	29,824	3.44
Ulster County Deputies ^{3/}	28,703	2601	31,304	29,552	2601	32,153	2.71
Ulster , Town of ^{4/}				31,050	1780	32,830	
Woodstock	29,338	553	29,891	30,423	553	30,976	3.63
				125,820		198,572	
UNWEIGHTED AVERAGE			31455			33095	
Saugerties, Town of				30,045	2130	32,175	Not Applicable
PERCENT BY WHICH UNWEIGHTED AVERAGE LAGGED TOWN OF SAUGERTIES AS OF JANUARY 1, 1995						2.29	
PERCENT BY WHICH UNWEIGHTED AVERAGE EXCEEDS TOWN OF SAUGERTIES AS OF JANUARY 1, 1996						2.86	

^{1/}Top step is step 6

^{2/} Contract year commences 6/1

^{3/} Top step is step 15 - see text and referenced Appendix for derivation of imputed step 5 Top Step

^{4/} Actually a 1/1/97 rate

The un-weighted average for 1996 places the total salary and longevity in the comparables at nominally 3% above the Town of Saugerties. Some statistical deficiencies are present in these data. Firstly, the Town of Ulster rate is actually a 1/1/97 rate and the Saugerties Village rate became effective in June rather than January of a referenced year. However, some bias in the opposite direction may be inferred from the use of an un-weighted average which gives equal weight to the salaries in the Town of Ulster and Saugerties Village where a few people are employed with that accorded to the City of Kingston and the Ulster Deputies where many more people are employed. However, as the range of variation is not extreme, we believe the nominal 3% differential by which the comparables were found to exceed Saugerties practice was sufficiently reliable to guide the Panel.

A second statistical inference deriving from examination of the data in Table II relates to the magnitude of any salary adjustments made among the comparables between 1995 and 1996. While we were held to four data points, here again the range of variation was not extreme and we concluded that modest increases of nominally 3% were instituted in

1996. In reviewing the Town of Saugerties salaries relative to those of the comparables, we find that there has been a swing of approximately 5.25% over the two year period of 1995 and 1996. Roughly half of this resulted from a deterioration of the traditional differential between the Town and the comparables. Pursuant to Civil Service Law 209.4(c)(v) Paragraph B (supra) the Panel was obligated to consider this factor. Pursuant to Paragraph A of that law, we were obligated to consider the prevailing practice among comparables in arriving at their 1996 terms and conditions of employment. In weighing these factors, the Panel concluded the appropriate adjustment would be to pay each Bargaining Unit Member who worked the entire year of 1995 a lump sum payment of \$900. In addition, each position in the salary schedule is to be increased uniformly by \$900 without any further effect on the retroactive entitlement to the \$900 lump sum payment. The Panel further agreed to adopt the same procedure to adjust the salary structure effective January 1, 1996. Here again, the retroactive pay entitlement will be capped at \$900. The Panel further considered the magnitude of changes in the Consumer Price Index and settled upon a retroactive increase in the

amount of 3% effective January 1, 1997. Individual retroactive pay entitlements for 1997 shall be a difference between pay received and the pay which would have been received had the 3% increase been factored into the salary structure on January 1, 1997. In dealing with the fourth contract year commencing January 1, 1998, the Panel has considered both projected Consumer Price Index changes and the fact of the implementation of a longevity pay cap, discussion of which follows immediately. Here the Panel has agreed upon an increase to the salary structure in the amount of 2% effective January 1, 1998 with a second increase in the amount of 2 1/2% to be implemented effective July 1, 1998.

The Panel concurs in the Employer view that placing a cap on longevity entitlements is in keeping with practice elsewhere and is appropriate here. We have set that cap at \$5,400, which is the level reached at Step 23. The \$5,400 cap will become effective January 1, 1998. At that point there will be two individuals, Officers Johnson and Heidicamp, who will be receiving longevity payments in excess of this amount and the Panel has determined that the longevity entitlements of these individuals shall be frozen at the level in effect

on January 1, 1998 for the remainder of their careers. In considering the interests of senior individuals whose entitlements will be modified in the nearer future as a result of the implementation of the cap, the award will provide that for purposes of calculating longevity entitlements, individuals who joined the force prior to 1981 shall be considered to have commenced their careers six months earlier than was actually the case.

C. Compensation for Damage to Personal Property

This is a Union proposal which the Panel found to be consistent with accepted practice and appropriate for adoption. The award will, therefore, provide as follows:

The Town shall reimburse employees for costs of replacing or repairing dentures, eye glasses and hearing aids which are destroyed or damaged as a result of police activity when on duty and acting within the scope of employment. To receive reimbursement the unit member will (1) notify the Chief of damage incurred as soon as practicable but within seven (7) days of occurrence; (2) cooperate with the Town in its attempt to recover reimbursement from the courts and (3) provide the Town with replacement receipts as requested.

The maximum amount to be reimbursed by the Town will not exceed \$150.00 per occurrence. Payment to the unit member will be no later than two (2) weeks after the claim is submitted to the Town. If a unit member receives a payment directly from the courts as a result of the Town's effort to recover monies through the courts, those monies will be turned over to the town within three (3) days.

In no event shall monies turned over to the Town exceed the amount of payment reimbursed to employees by the Town.

D. Recall for Overtime Provisions

The Employer has petitioned for relief from the obligation to first call Union Members in an effort to fill absences attributable to sickness, vacations, holidays, Union activities or military obligations on the 11:00 p.m. to 7:00 a.m. shift and seeks instead to be enabled to go directly to the part timers roll to fill such vacancies. Chief Hulbert's testimony in support of this proposal was that he had documented between January 1 and June 26, 1997 some 98 call outs for such overtime opportunities with the full time Officers electing to fill the vacancies in only 50, or about half, of the occasions; part time Officers elected to do so on the other 48 occasions. The Town proposes that the full time Officers records of response has not been indicative of a serious interest in working this overtime and it finds that calling and soliciting responses has been time consuming and consequently costly.

The Union notes that it has agreed to bypassing seniority where special skills are needed and it has sought to preserve the opportunity of first refusal for full time Officers.

The Panel agrees that the Town should not be unnecessarily burdened with an unproductive call out procedure. We further note that the full time Officers potentially to be called is unlikely to exceed 10 in

number and it appears to us that the parties should be able to devise a system wherein prior interest or disinterest is on record so that the first call may be directed to a person who is available and will be obligated to report. We therefore remand this issue to the parties directing them to draw up a procedure specification which will have three main objectives, namely: (1) to limit the number of calls which must be made, (2) to preserve the first right to overtime for full time Officers and, (3) to ensure that the Town will not be vulnerable to grievances and claims in the application of the procedure and its rules. We shall retain jurisdiction for a period of 90 calendar days following the date of the Chairperson's signature on this award for the purpose of promulgating a final and binding resolution if the parties are unable to do so in joint conference in the interim. In the event the parties are unable jointly to devise a plan, they are each directed to prepare a final proposal for submission to and consideration by the Panel. The Panel in turn may accept one, modify one or both proposals and/or devise one de novo.

E. Bereavement Leave

The Panel has been charged with making a determination respecting bereavement leave. In essence the proposal modifies Article II(D) of the expired

Agreement which entitle Unit Members to take bereavement leave without giving prior notice. The proposal requires the Unit Member to notify the Department as soon as conveniently possible that he or she will be taking off. The proposal contains a second modification in that the expired Agreement specified the bereavement time would be without any reduction from accumulated vacation leave or other time credits. The proposal extends this to accumulated vacation, sick, personal leave or other time credited.

The Panel supports and will award for adoption of the proposed revision but will substitute the term reasonably for conveniently. The awarded bereavement leave provision shall state as follows:

Each unit member shall be given three (3) days off with pay upon the occurrence of a death in the family of such unit member. The unit member shall notify the department as soon as reasonably possible that he or she will be taking off. Such time shall be without charge or reduction from any accumulated vacation, sick, personal leave or other time credited. "Family" shall include parents, grandparents, children, brothers, sisters, spouse and in-laws.

F. Vacation Schedule and Work Schedule

These items were before the parties but in the course of review in Executive Session, it appears that the parties are in agreement and that no further exploration of these issues is required of the Panel.

III. AWARD

The undersigned constituting the duly designated interest Arbitration Panel in the above-captioned matter, certifies that each issue was considered by the Panel in its entirety and each determination was concurred in by at least two members of the Panel. The Panel awards the following amendments or revisions for inclusion in a successor Agreement between the parties. All other provisions of the expired Agreement with the exception of the vacation and work schedule provision changes agreed upon by the parties, shall be carried forward into the successor Agreement verbatim.

A. Salaries

1. Effective January 1, 1995, all positions on the salary schedule shall be uniformly increased by a sum of nine hundred dollars (\$900). Unit Members who worked the 1995 year shall be entitled to a single lump sum payment of nine hundred dollars (\$900) for that year. No further adjustment of that lump sum shall be made because of overtime worked and the payment shall be capped at \$900 per individual.
2. Effective January 1, 1996, all positions on the salary schedule shall be uniformly increased by a sum of nine hundred dollars (\$900). Unit Members who worked the ~~1995~~ ¹⁹⁹⁶ year shall be entitled to a single lump sum payment of nine hundred dollars

(\$900) for that year. No further adjustment of that lump sum shall be made because of overtime worked and the payment shall be capped at \$900 per individual.

3. Effective January 1, 1997, the rate for each position on the salary schedule shall be increased by 3% and Unit Members who worked during 1997 shall be paid retroactively the difference between earnings received and those which would have been received had the 3% increase been timely implemented on January 1, 1997.
4. Effective January 1, 1998, each rate on the salary schedule shall be increased by 2% and effective July 1, 1998, each position on the salary schedule shall be increased by 2 1/2%.

B. Longevity Cap

Effective January 1, 1998, the Agreement shall be modified to cap longevity entitlements to a maximum of fifty-four hundred dollars (\$5,400) per annum. Members already receiving longevity payments in excess of \$5,400 as of January 1, 1998 shall continue to receive those payments without further increases for the balance of their careers in the Saugerties Police Department. Individuals who joined the Department prior to 1981 shall be considered to have commenced their careers six calendar months earlier than was actually the case for

the sole and limited purpose of calculating longevity pay entitlements.

C. Compensation for Damage to Personal Property

The successor Agreement shall provide for compensation for damage to personal property by incorporation of the following provision.

The Town shall reimburse employees for costs of replacing or repairing dentures, eye glasses and hearing aids which are destroyed or damaged as a result of police activity when on duty and acting within the scope of employment. To receive reimbursement the unit member will (1) notify the Chief of damage incurred as soon as practicable but within seven (7) days of occurrence; (2) cooperate with the Town in its attempt to recover reimbursement from the courts and (3) provide the Town with replacement receipts as requested.

The maximum amount to be reimbursed by the Town will not exceed \$150.00 per occurrence. Payment to the unit member will be no later than two (2) weeks after the claim is submitted to the Town. If a unit member receives a payment directly from the courts as a result of the Town's effort to recover monies through the courts, those monies will be turned over to the town within three (3) days.

In no event shall monies turned over to the Town exceed the amount of payment reimbursed to employees by the Town.

D. Recall for Overtime Provisions

This issue is remanded to the parties pursuant to discussion in the Opinion section of this document. The Panel will retain jurisdiction for a period of ninety (90) calendar days following the date of the Chairperson's signature on this award for the purpose of promulgating a final and binding resolution if the parties are unable to do so on remand pursuant to the


PANEL EXHIBIT IA

LAW OFFICES
JOHN J. GRECO

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October 14, 1997

T/S - Police Arbitration & Grievance Mtrs.
Our File No. T/S-282

Sumner Shapiro, Arbitrator
64 Darroch Road
Delmar, New York 12054

Richard Stevens, Staff Representative
Council 82 AFSCME
63 Colvin Avenue
Albany, New York 12206

James R. Griffis, Supervisor
Town of Saugerties
Town Hall, Main Street
Saugerties, New York 12477

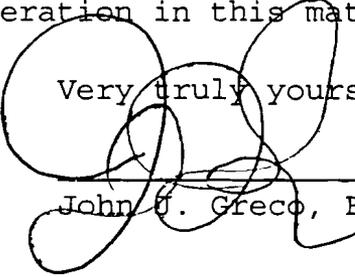
Re: Interest Arbitration - Town of Saugerties
PERB Case No. 1A96-021; M95-409

Gentlemen:

On behalf of the public employer, Town of Saugerties, a request is hereby made and consent is hereby given to the panel to render a decision in this matter covering four (4) contract years, i.e., January 1, 1995 to December 31, 1995, January 1, 1996 to December 31, 1996, January 1, 1997 to December 31, 1997 and January 1, 1998 to December 31, 1998.

I thank you for your consideration in this matter.

Very truly yours,



John J. Greco, Esq.

JJG:ao

c.c. Christopher H. Gardner, Esq.

20 P 76101

PANEL EXHIBIT I B

FROM : TOWN OF SAUGERTIES PBA/INC PHONE NO. : 914 296 1832

Oct. 07 1997 08:34PM P2

ORGANIZED
1872



INCORPORATED
1881



Town of Saugerties Policeman's Benevolent Association

INCORPORATED

POST OFFICE BOX 408, SAUGERTIES, N. Y. 12477

TEL. 914/296-1832

George D. Heidcamp, Sr.
—President—

David Droscher—Vice President
John Schaffel—Treasurer
Phil Rosenberg—Secretary

October 7, 1997

To: Richard Stevens, Council 82
From: George Heidcamp, President

Re: Arbitration

Dear Mr. Stevens:

Per our conversation of yesterday, New York State Arbitrator Shapiro is hereby authorized to award a four-year contract for the Town of Saugerties PBA. If there is anything further that you need, please advise.

Sincerely,

TOWN OF SAUGERTIES, PBA

By: *George Heidcamp*
George Heidcamp, President

PANEL EXHIBIT II

EXPLANATION OF LONGEVITY PAY ANALYSIS

Panel Exhibit II sets forth the Town of Saugerties Police longevity schedule and the generation of the equal annual payment equivalent. The **Year** column refers to the step at which the **Longevity Pay** shown in the second column is forthcoming. The analysis is based on the premise that the first longevity increment is paid at the end of year six. Every sum of money in the second column has a different and lesser value at some earlier point in time. This analysis utilizes a 5% per annum interest rate. For example, in year 16 the Officer becomes entitled to a \$2,400 longevity payment. If the Town wanted to fund that payment in advance when the Officer was commencing Step 6, it would need to place in deposit at 5% per annum interest rate only about fifty-eight and one-half cents for each dollar. That is, of course, what the **Multiplier** of 0.58468 in the third column represents, and if it did so, it would need to deposit only \$1,403.23. That amount of money sitting in deposit for year six through year fifteen would grow to \$2,400 by the end of year fifteen. Each of the values in the fourth column **Longevity Value Commencement Year Six** represents the deposit which would have to be made at the beginning of year six to provide the amount of money needed to make the payment required for its particular year or step. Since every value in the fourth column relates to the same point in time, all may be summed to determine the total amount of the fund required to pay the longevity pay which will become due at each step. That amount is \$26,544.57. By the end of year six, that fund would have grown to

\$27,872 and when the \$150 longevity payment was drawn out, the fund would be reduced to \$27,722 (these numbers are not shown in the illustration). With each successive draw off from the fund, the fund would be momentarily reduced but would continue to grow at the rate of 5%. The combined effect of the annual withdrawals and those due to interest earned by the residue would leave exactly \$6,600 in the fund at the end of the 25th year when it would be required to pay the last longevity increment.

The lump sum of \$26,544.57 from an arithmetic point of view may be paid out in any number of ways of equivalent value as long as 5% compounded interest continues to be accrued by the residue in the fund. One such way would be to distribute the fund in twenty equal annual payments. Calculations show that this can be achieved by paying out 8.024 cents for each dollar in the fund. For a lump sum of \$26,544.57, this amounts to \$2,129.94, or practically \$2,130. Thus, by paying out a longevity payment of \$2,130 at the end of each year beginning with year six, the fund would be reduced to \$2,130 at the end of year 25 enabling the last payment to be made. At that point in time the recipient had he or she deposited each longevity payment in a 5% interest bearing account, at the time it was received, would have in the account exactly the same amount of money irrespective of whether payments were made according to the contract schedule or in the calculated uniform equal increments of \$2,130. Thus, the effective or imputed top step pay rate for a Town Officer may be considered to be the top rate plus \$2,130 per annum for a 20 year period. Though salary increases will undoubtedly be implemented during that period, since

the longevity payment is a flat amount, it will not be affected and our analysis remains valid.

PANEL EXHIBIT II (Saugerties -Town)

LONGEVITY PAY ANALYSIS

TOWN OF SAUGERTIES

YEAR	LONG'TY PAY \$	MULTIPLIER AT 5%/ANNUM	LONG'TY VALUE COMMENCEMENT <u>YEAR 6</u> \$
6	150	0.95238	142.86
7	300	0.90703	272.11
8	450	0.86384	388.73
9	600	0.82270	493.62
10	750	0.78353	587.64
11	900	0.74622	671.59
12	1200	0.71068	852.82
13	1500	0.67684	1015.26
14	1800	0.64461	1160.30
15	2100	0.61391	1289.22
16	2400	0.58468	1403.23
17	2700	0.55684	1503.46
18	3150	0.53032	1670.51
19	3600	0.50507	1818.24
20	4050	0.48102	1948.12
21	4500	0.45811	2061.50
22	4950	0.43630	2159.67
23	5400	0.41552	2243.81
24	6000	0.39573	2374.40
25	6600	0.37689	2487.47
Total Value of 20 Longevity Payments at Commencement of Year 6			26544.57
Equal Annual Payment for 20 Years Out of Commencement Value @ 5% per Annum Accruing on Fund Balance			.05/1-(1.05)^ -20 = 0.08024 per dollar of fund
Equal Annual Payment from 26544.57 fund			2129.94

PANEL EXHIBIT II (Ellenville- Village)
 Longevity Pay Analysis

VILLAGE OF ELLENVILLE

YEAR	LONG'TY PAY	MULTIPLIER AT 5%/ANNUM	LONG'TY VALUE COMMENCEMENT <u>YEAR 6</u>
	<u>\$</u>		<u>\$</u>
6	325	0.95238	309.52
7	325	0.90703	294.78
8	325	0.86384	280.75
9	325	0.82270	267.38
10	325	0.78353	254.65
11	450	0.74622	335.80
12	450	0.71068	319.81
13	450	0.67684	304.58
14	450	0.64461	290.07
15	450	0.61391	276.26
16	575	0.58468	336.19
17	575	0.55684	320.18
18	575	0.53032	304.93
19	575	0.50507	290.41
20	675	0.48102	324.69
21	675	0.45811	309.23
22	675	0.43630	294.50
23	675	0.41552	280.48
24	675	0.39573	267.12
25	675	0.37689	254.40
Total Value of 20 Longevity Payments at Commencement of Year 6			5915.73
Equal Annual Payment for 20 Years Out of Commencement Value @ 5% per Annum Accruing on Fund Balance			$.05/1-(1.05)^{-20} = 0.08024$ per dollar of fund
Equal Annual Payment from \$ 5915.73 fund			474.68

PANEL EXHIBIT II (Kingston-City)
 Longevity Pay Analysis

CITY OF KINGSTON

YEAR	LONG'TY PAY \$	MULTIPLIER AT 5%/ANNUM	LONG'TY VALUE COMMENCEMENT YEAR 6 \$
6	0	0.95238	0.00
7	350	0.90703	317.46
8	350	0.86384	302.34
9	350	0.82270	287.95
10	350	0.78353	274.23
11	700	0.74622	522.35
12	700	0.71068	497.48
13	700	0.67684	473.79
14	700	0.64461	451.23
15	1050	0.61391	644.61
16	1050	0.58468	613.91
17	1050	0.55684	584.68
18	1050	0.53032	556.84
19	1400	0.50507	707.10
20	1400	0.48102	673.42
21	1400	0.45811	641.36
22	1400	0.43630	610.82
23	1400	0.41552	581.73
24	1750	0.39573	692.53
25	1750	0.37689	659.56

Total Value of 20 Longevity Payments
 at Commencement of Year 6 10093.37

Equal Annual Payment for 20 Years
 Out of Commencement Value @ 5% $.05/1-(1.05)^{-20} = 0.08024$ per dollar of fund
 per Annum Accruing on Fund Balance

Equal Annual Payment from : 10093.37 fund 809.89

PANEL EXHIBIT II (Saugerties-Village)
Longevity Pay Analysis

Village of Saugerties

YEAR	LONG'TY PAY <u> \$ </u>	MULTIPLIER AT 5%/ANNUM	LONG'TY VALUE COMMENCEMENT <u> YEAR 6 </u> <u> \$ </u>
6	0	0.95238	0.00
7	0	0.90703	0.00
8	0	0.86384	0.00
9	0	0.82270	0.00
10	0	0.78353	0.00
11	500	0.74622	373.11
12	500	0.71068	355.34
13	500	0.67684	338.42
14	500	0.64461	322.30
15	500	0.61391	306.96
16	1000	0.58468	584.68
17	1000	0.55684	556.84
18	1000	0.53032	530.32
19	1000	0.50507	505.07
20	1000	0.48102	481.02
21	1000	0.45811	458.11
22	1000	0.43630	436.30
23	1000	0.41552	415.52
24	1000	0.39573	395.73
25	1000	0.37689	376.89

Total Value of 20 Longevity Payments
at Commencement of Year 6 6436.60

Equal Annual Payment for 20 Years
Out of Commencement Value @ 5% $.05/1-(1.05)^{-20} = 0.08024$ per dollar of fund
per Annum Accruing on Fund Balance

Equal Annual Payment from 6436.60 fund 516.47

PANEL EXHIBIT II
 Longevity Pay Analysis

(Ulster Deputies)

ULSTER COUNTY DEPUTY SHERIFFS

YEAR	LONG'TY PAY \$	MULTIPLIER AT 5%/ANNUM	LONG'TY VALUE COMMENCEMENT YEAR 6 \$
2	250	1.21551	303.88
3	500	1.15763	578.81
4	750	1.10250	826.88
5	1000	1.05000	1050.00
6	1250	0.95238	1190.48
7	1250	0.90703	1133.79
8	1250	0.86384	1079.80
9	1750	0.82270	1439.73
10	1750	0.78353	1371.17
11	1750	0.74622	1305.88
12	2250	0.71068	1599.03
13	2250	0.67684	1522.89
14	2250	0.64461	1450.37
15	2750	0.61391	1688.26
16	2750	0.58468	1607.87
17	2750	0.55684	1531.30
18	3250	0.53032	1723.54
19	3250	0.50507	1641.47
20	3250	0.48102	1563.31
21	3750	0.45811	1717.92
22	3750	0.43630	1636.11
23	3750	0.41552	1558.20
24	3750	0.39573	1484.00
25	3750	0.37689	1413.34

Total Value of 20 Longevity Payments
 at Commencement of Year 6 32418.02

Equal Annual Payment for 20 Years
 Out of Commencement Value @ 5% $.05/1-(1.05)^{-20} = 0.08024$ per dollar of fund
 per Annum Accruing on Fund Balance

Equal Annual Payment from : 32,418.02 fund 2601.22

PANEL EXHIBIT II (Ulster-Town)

Longevity Pay Analysis

TOWN OF ULSTER

YEAR	LONG'TY PAY \$	MULTIPLIER AT 5%/ANNUM	LONG'TY VALUE COMMENCEMENT YEAR 6 \$
6	200	0.95238	190.48
7	400	0.90703	362.81
8	600	0.86384	518.30
9	800	0.82270	658.16
10	1000	0.78353	783.53
11	1200	0.74622	895.46
12	1400	0.71068	994.95
13	1600	0.67684	1082.94
14	1800	0.64461	1160.30
15	2000	0.61391	1227.83
16	2200	0.58468	1286.29
17	2400	0.55684	1336.41
18	2600	0.53032	1378.84
19	2800	0.50507	1414.19
20	3000	0.48102	1443.05
21	3200	0.45811	1465.96
22	3400	0.43630	1483.41
23	3600	0.41552	1495.87
24	3800	0.39573	1503.79
25	4000	0.37689	1507.56

Total Value of 20 Longevity Payments
at Commencement of Year 6 22190.12

Equal Annual Payment for 20 Years
Out of Commencement Value @ 5% $.05/1-(1.05)^{-20} = 0.08024$ per dollar of fund
per Annum Accruing on Fund Balance

Equal Annual Payment from \$22,190.12 fund 1780.54

PANEL EXHIBIT II (Woodstock-Town)

Longevity Pay Analysis

TOWN OF WOODSTOCK

YEAR	LONG'TY PAY \$	MULTIPLIER AT 5%/ANNUM	LONG'TY VALUE COMMENCEMENT <u>YEAR 6</u> \$
6	375	0.95238	357.14
7	375	0.90703	340.14
8	375	0.86384	323.94
9	375	0.82270	308.51
10	375	0.78353	293.82
11	575	0.74622	429.07
12	575	0.71068	408.64
13	575	0.67684	389.18
14	575	0.64461	370.65
15	575	0.61391	353.00
16	700	0.58468	409.28
17	700	0.55684	389.79
18	700	0.53032	371.22
19	700	0.50507	353.55
20	700	0.48102	336.71
21	700	0.45811	320.68
22	700	0.43630	305.41
23	700	0.41552	290.86
24	700	0.39573	277.01
25	700	0.37689	263.82

Total Value of 20 Longevity Payments
at Commencement of Year 6 6892.44

Equal Annual Payment for 20 Years
Out of Commencement Value @ 5% $.05/1-(1.05)^{-20} = 0.08024$ per dollar of fund
per Annum Accruing on Fund Balance

Equal Annual Payment from : 6892.44 fund 553.05

PANEL EXHIBIT III

Panel Exhibit II illustrates the application of the present value technique employed in Exhibit II to the Ulster County Deputy Sheriffs salary schedule. This becomes necessary because the Deputies Step 6 salary increases again at Steps 9, 12 and 15. For example, in 1995 a Deputy at Step 15 received a base salary of \$30,035. If the Employer had chosen to fund this salary at the end of Step 5 and beginning of Step 6, he would have been required to deposit 61.391 cents (**Multiplier year 15 = 0.61391**) for each dollar of salary payable at Step 15 in a 5% per annum interest bearing account. That amount of money would have equaled \$18,438.88 at that point in time. Following the same methodology as was employed in dealing with longevity in Panel Exhibit II, we find that the imputed Step 6 salary of an Ulster Deputy was nominally \$28,704 and for a Step 6 Deputy in 1996 was \$29,552. As in the case of other jurisdictions, we added the imputed longevity increment to these to obtain the total Deputy salary. That calculation appears in Table II. (Page 16)

PANEL EXHIBIT III

Ulster County Deputy Sheriffs Salary Schedules - 1995 & 1996

YEAR	1995 SALARY	MULTIPLIER AT 5%/ANNUM	1995 SALARY VALUES	1996 SALARY	1996 SALARY VALUES
	\$		COMMENCEMENT	COMMENCEMENT	\$
			YEAR 6		YEAR 6
	\$		\$	\$	\$
6	26707	0.95238	25435.24	27494	26184.76
7	26707	0.90703	24224.04	27494	24937.87
8	26707	0.86384	23070.51	27494	23750.35
9	27810	0.82270	22879.36	28636	23558.91
10	27810	0.78353	21789.86	28636	22437.06
11	27810	0.74622	20752.25	28636	21368.62
12	28912	0.71068	20547.22	29777	21161.96
13	28912	0.67684	19568.78	29777	20154.25
14	28912	0.64461	18636.93	29777	19194.52
15	30035	0.61391	18438.88	30919	18981.58
16	30035	0.58468	17560.84	30919	18077.70
17	30035	0.55684	16724.61	30919	17216.86
18	30035	0.53032	15928.20	30919	16397.01
19	30035	0.50507	15169.72	30919	15616.20
20	30035	0.48102	14447.35	30919	14872.57
21	30035	0.45811	13759.38	30919	14164.35
22	30035	0.43630	13104.17	30919	13489.86
23	30035	0.41552	12480.16	30919	12847.48
24	30035	0.39573	11885.87	30919	12235.70
25	30035	0.37689	11319.88	30919	11653.05

Total Value of 20 Years Salary at Commencement of Year 6	357723.25	368300.64
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Equal Annual Payment for 20 Years
Out of Commencement Value @ 5%
per Annum Accruing on Fund Balance

$.05/1-(1.05)^{-20} = 0.08024$ per dollar of fund

Equal Annual Payment from 357,723.25 fund	28703.71	from 368,300.64 fund 29552.44
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