STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In The Matter of The Interest Arbitration Between	
GOSHEN POLICE BENEVOLENT ASSOCIATION	**FINAL AND BINDING**
AND	**OPINION AND AWARD**
THE VILLAGE OF GOSHEN, NEW YORK	**OF TRIPARTITE**
PERB Case No. IA96-027; M96-126	**ARBITRATION PANEL**

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

The Public Arbitration Panel members are:

PUBLIC PANEL MEMBER AND CHAIRPERSON:

Peter A. Prosper
Union College
Department of Economics
Schenectady, New York 12308

PUBLIC EMPLOYEE PANEL MEMBER:

Anthony V. Solfaro, President
New York State Union of Police Associations, Inc.
1 Spring Square Business Park
Newburgh, NY 12550

PUBLIC EMPLOYER PANEL MEMBER:

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APPEARANCES: For the Village of Goshen Police Benevolent Association

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For the Village of Goshen

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Pursuant to the provisions of Civil Service Law, Section 209.4, Pauline R. Kinsella, Chairperson of the New York State Public Employment Relations Board, designated the undersigned on February 11, 1997, as the Public Arbitration Panel for the purpose of making a just and reasonable determination on the matters in dispute between the Village of Goshen ("Village") and the Village of Goshen Police Benevolent Association ("Association"). The Village of Goshen Police Benevolent Association represents a bargaining unit consisting of nine full-time police officers and two sergeants employed by the Village police department. The prior Collective Bargaining Agreement between the parties covered the period from June 1, 1994 through May 31, 1996. Negotiations for a successor agreement were unsuccessful, and a petition for Compulsory Interest Arbitration was filed by the Association on December 4, 1996; the Village filed its response on December 19, 1996. Hearings were held in Goshen, New York on August 6, 1997, November 6, 1997, January 26, 1998, and January 28, 1998, at which all parties were provided opportunity to introduce evidence, present testimony, summon witnesses, cross-examine witnesses, and otherwise support their respective positions on the outstanding issues. The parties resolved the Improper Practice Charge #U-18520 filed by the Village of Goshen relative to matters submitted in the Association's Petition For Compulsory Interest Arbitration as set forth in its letter to the New York State Public Employment Relations Board dated January 13, 1997. The parties also stated that they would be submitting evidence only on specific proposals as contained in the Petition and Response to the Petition For Compulsory Interest Arbitration.

At commencement of the first hearing, the parties stipulated that they agreed to proceed without a transcribed record, and that the notes of the Panel members would be the record along with documents submitted. Those proposals submitted by the Association to the Panel are as follows:

Article V - Annual Salaries:

All members agree on an initial request of twelve (12) percent raise for each of the next two years.

Article VIII - Uniforms and Equipment:

1 - increase clothing allowance from five hundred dollars ($500.00) to eight hundred fifty dollars ($850.00)

2 - increase dry cleaning from fifty dollars (50.00) to six hundred dollars (600.00) payable by separate check.

Article IX - Health Insurance:

100% coverage with no cost to all full-time employees hired prior to June 1, 1996.

Article X - Welfare Fund:

100% coverage with no cost to all full-time employees hired prior to June 1, 1996.

Bereavement Leave

All employees shall be given five (5) days of bereavement leave at their regular pay rate in the event of the death of the employee's parents, spouse, spouse's parents, children, brothers and sisters, and employees or spouses grandparents.

Chart days:

Commencing June 1, 1996, all full-time employees shall be credited with six (6) administrative (or "chart") days off each fiscal year. Such chart days or part thereof, shall be subject the approval of the chief of police.

Article XIV - Holidays

1- Add the two holidays of police Memorial Day (May 15) and Columbus Day (October 12) onto list of paid holidays.

Article XX - Longevity

1 - Change from village police to civil service time
- Change to percentages.

Steps	Years of Civil Service	Salary Scale
Step 1	After 7 Years	3% Above Top Patrolman Pay
Step 2	After 11 Years	4% Above Step 1 Pay Scale
Step 3	After 15 Years	5% Above Step 2 Pay Scale
Step 4	After 19 Years	6% Above Step 3 Pay Scale

Article XXII - Duration of Agreement

Change to June 1, 1996 to and including May 31,1998.

Jury duty:

In the event any member of the bargaining unit should be called to jury duty, they shall be paid at their regular salary rate, and no time will be taken from member's vacation, sick, personal, holiday, or chart days for the duration of the jury duty.

On July 26, 1996, the Association filed an Improper Practice Charge on an unrelated issue with the New York State Public Employment Relations Board, alleging that beginning on April 22, 1996, the Village began assigning part-time Police Officers (non-unit personnel) to perform unit work that had prior to that time been performed exclusively by bargaining unit personnel. By letter of January 13,1997, the Association informed the Public Employment Relations Board that it resolved the matter relating to the Improper Practice Charge in that the Association and the Village agreed that they would submit the instant issue to the Public Interest Arbitration Panel for a decision.

The proposals submitted by the Village of Goshen are as follows:

Proposal 1: ANNUAL SALARIES

Employees shall receive the cash equivalent of a 2% increase in annual salary in each year for the two year term of the award. The salary increase shall be paid in the form of a separate cash payment and shall not increase the annual base salary rate of employees.

Proposal 4: HEALTH INSURANCE

The Village's contribution to the cost of an employee's health insurance benefit shall be fixed as of the last day of the current agreement and any increase in the health insurance premium cost beyond that amount shall be fully paid by the employee during the time of active service and, if eligible, when the employee retires. The terms of the amendment shall not apply to the circumstance of an employee who changes health insurance from individual to family coverage, or vice versa. In the circumstance of a change in coverage, the Village's contribution for the premium cost shall be the amount the Village would have paid if the employee had received the new coverage on the last day of the current agreement. Employees shall be responsible for any amount due for health insurance premium coverage beyond the amount of the Village's contribution.

The Village will provide health insurance coverage to an employee who retires after twenty consecutive years of service with the Village on the following terms. The Village's contribution to the heath insurance premium cost for said retiree shall be based on the amount of sick leave the employee has accumulated and not used at the time he retires from Village service. The following schedule shall apply:

NUMBER OF ACCUMULATED AND UNUSED SICK LEAVE DAYS COVERAGE	PERCENTAGE OF VILLAGE PAYMENT OF HEALTH INSURANCE
161 to 180 days inclusive	100% of premium cost @ 5/31/96
141 to 160 days inclusive	85% of premium cost @ 5/31/96
121 to 140 days inclusive	70% of premium cost @ 5/31/96
101 to 120 days inclusive	60% of premium cost @ 5/31/96
100 or less days	50% of premium cost @ 5/31/96

Proposal 5: WELFARE FUND

The Village's contribution to the cost of an employee's welfare fund benefits shall be fixed as of the last day of the current agreement and any increase in the welfare fund benefits premium cost beyond that amount shall be fully paid by the employee during the time of active service and, if eligible, when the employee retires.

Proposal 6: PERSONAL LEAVE

Employees will receive three (3) personal leave days each year.

Proposal 7: SICK LEAVE

Employees will receive eleven (11) sick days per year.

Employees who have twenty years of service with the Village shall be paid for 25% of accrued and unused sick leave in accordance with the terms of the contract. There shall be no other cash compensation based on employee length of service for unused sick leave.

Proposal 12: DURATION OF THE AWARD

The Award shall be in effect for a two year period, June 1, 1996 through May 31, 1998.

Proposal 13: CALL IN TIME

The minimum time of payment provided to an employee for call in shall be two hours. A police officer can be required to work the entire period of the time for which he receives the guaranteed minimum payment.

Proposal 14: COURT APPEARANCE

The minimum time of payment provided to an employee for a court appearance shall be two hours. A police officer can be required to work the entire period of the time for which he receives the guaranteed minimum payment.

Proposal 15: JURY DUTY

The Village shall provide an employee leave with pay for time actually spent on jury service when the employee is scheduled to work. The employee shall submit proof of service on jury duty as a condition of receiving full pay for periods of time on jury service. An employee shall be eligible for jury duty leave only for such time as the employee is scheduled to work and is required to be physically present in the court house serving on, or waiting to serve on, a jury. If the employee is not required to be physically present at the court house while waiting to be called for jury duty (e.g., if the employee may check in by phone), the employee shall report to work as scheduled. Any fees or payment received by the employee from the State or governmental authority for jury service shall be paid to the Village as a condition of the employee receiving full salary from the Village for jury service.

All issues submitted by each party were carefully considered, as well as the responses by the opposing party. The Public Arbitration Panel met in executive session on January 28, 1998, April 1, 1998, and by correspondence and telephone, and deliberated on each of the outstanding issues, carefully and fully considering all the data, exhibits and testimony received from both parties. The *OPINION AND AWARD* constitutes the findings of the Panel; however, the language contained herein is the sole responsibility of the Chairman. The Panel has deliberated on each issue and has carefully and fully considered all the data, exhibits and testimony received from both parties. The results of those deliberations are contained in the *OPINION AND AWARD*, which constitutes the

Panel's best judgment as to a just and reasonable solution of all issues raised in the Interest Arbitration proceedings. Those issues presented by the parties that are not specifically dealt with in this *OPINION AND AWARD* were also carefully considered by the Public Arbitration Panel, but were rejected in their entirety. For each issue, the discussion below presents the positions of the parties and the Panel's analysis and conclusion. The Public Arbitration Panel considered the impact of each item upon the whole, and made its judgment concerning the combination of items that would provide a just and reasonable result for all parties.

In arriving at the determination contained herein, the Public Arbitration Panel has considered the following statutory guidelines with which it was charged by Section 209.4:

> (v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:
>
> 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.

(vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

Eleven full-time police officers including sergeants comprise the Village of Goshen's bargaining unit. Those police officers cover a land area of 3.2 square miles, with a population of 5,255 persons [Village Exhibit Nos. 1, 6]. The crime rate for the Village is 35.4 per thousand [Village Exhibit Nos. V-P-3, V-2, V-6], ranking 8th of the twenty-four jurisdictions. The Village of Goshen ranks 15th of 23 jurisdictions in Orange County in land area, and 8th in crime rate. It ranks 10th of twenty-four municipalities in population per police officer [Village Exhibit No. 10], and 15th in land area per police officer [Village Exhibit No. 11]. The most direct comparable are Villages in Orange County.

TERM OF AWARD

Pursuant to the provisions of Civil Service Law Section 209.4(vi), this *OPINION AND AWARD* shall be effective for the two-year period beginning June 1, 1996 and for other dates as set forth in this *OPINION AND AWARD.*

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SALARY

The first proposals presented to the Panel was that of the salary schedule. Both parties amended their initial proposals for salary. The Association proposed an eight (8.0%) percent increase in salary for each of the two years beginning on June 1, 1996. The Village proposed a three (3.0%) increase in salary for each of the two years beginning on June 1, 1996. Each party presented extensive oral and documentary evidence supporting their respective positions.

Position of the Association

The following discussion includes argument and support presented by the Association. The analysis is strictly that of the Association, and not of the Panel.

The Association, in its analysis of salary schedules, compares the salary of police officers in the Village of Goshen with those of comparable police officers in seven other villages. Those villages are: Harriman, Monroe, Walden, Greenwood Lake, Washingtonville, Chester and Cornwall-on-Hudson.

According to the Association, the Village of Goshen police officers rank sixth out of eight villages in salaries after one year of service for fiscal years 1995, 1996 and 1997 [PBA Exhibit No. 18]. Walden was ranked first with salaries of $35,348 for fiscal 1995, $36,762 for fiscal 1996 and $38,232 for fiscal 1997. By contrast, Village of Goshen police officers received $30,608 in fiscal 1995 after which time the Collective Bargaining Agreement expired, precluding further salary increases for fiscal 1996 and fiscal 1997.

Comparing police officer salaries after three years service [PBA Exhibit No. 19], Monroe is ranked first with a salary in 1995 of $38,150, in 1996, $40,248 and in 1997 a salary of $42,462.

Village of Goshen police officers were ranked sixth out of eight, receiving a salary of $34,238 in fiscal 1995, again, after which time the Collective Bargaining Agreement expired resulting in no further increase in salary. Comparisons after five years' service [PBA Exhibit No. 20] yields similar results. Harriman is ranked first with a salary of $40,609 for fiscal 1995, $42,646 for fiscal 1996 and $44,923 for fiscal 1997. By comparison, Village of Goshen police officers with five or more years' experience were ranked sixth with salaries of $38,875 for fiscal 1995, and, of course, no change for fiscal years 1996 and 1997. The same general ranking exists for police officers with ten or more years' experience [PBA Exhibit Nos. 22, 23, 24]. Harriman ranks first in fiscal 1995 with a salary of $41,011, and Goshen ranks sixth with a salary of $38,225. Village of Goshen police officers fall to last-place ranking for fiscal 1996 and 1997 because of the absence of any salary improvement in those two years.

For police officers with fifteen and twenty years service in fiscal 1995, 1996 and 1997, Goshen ranks last [PBA Exhibit Nos. 25, 26, 27, 28, 29, 30]. Harriman, Monroe, Walden, Chester, Greenwood Lake, Cornwall-on-Hudson and Washingtonville police officers rank above police officers in the Village of Goshen for those three fiscal years.

The Association contends that the data reveal that police officers in the Village of Goshen, while not the lowest paid in the County, are near the bottom and therefore must receive substantial salary increases to make them competitive with other police forces. The proposed salary increase may bring Village of Goshen police officers to about the middle of the ranking of the eight villages used for comparison purposes. To do less would be an injustice to police officers who have served the Village well in all phases of their duties.

The Association argues that the Village has the financial ability to provide the salary increases and the other financial proposals of the Association. Edward Fennell, expert witness, testified that "the Village has a considerable fund balance, and has significant financial status including the fund balance." The Village, according to Mr. Fennell, is able to meet a fair and reasonable interest arbitration award.

In examining overall real property tax rates for fiscal year 1996 in Orange County, the tax rate per one-thousand dollars of true value is $26.36, almost the lowest in the county [PBA Exhibit No. 40]. The Village of Goshen ranks twentieth of the twenty-five jurisdictions examined. The Village's full value of real property is almost $295, 000,000, compared with the New York State average of $188,000,000 [PBA Exhibit No. 39]. Its tax limit is $5,927,413, and the 1996-97 tax levy is $1,780,462, providing a tax margin of $4,452,285, that is, the Village's tax levy is approximately twenty-five percent of its potential limit [PBA Exhibit No. 41].

The Village's fund balance for 1994 was $771,562; its balance for 1995 was $968,450; and its balance for 1996 was $1,260,297 [PBA Exhibit No. 42]. The fund balance provides substantial funds to meet the proposals of the Association. In examining the Village's budget for several years, it can be seen that its budgeting process is a conservative one [PBA Exhibit No. 43]. For example, for 1996, the Village estimated total revenues of $2,821,952, yet actual revenues were $3,104,909. For the same fiscal year it budgeted expenses at $3,251,952, and its actual expenses were $2,813,062 [PBA Exhibit No. 43]. Examining budgeted and actual amounts for the Police Department, it can be seen that the budget amount for 1996 for Personnel Services, Equipment and Capital Outlay and Contractual Expenses were budgeted at $795,799, and actual outlays were $728,169, a variance of

$67,630, that is, the Village expended $67,630 less than it budgeted. PBA Exhibit No. 44 breaks down the revenues and expenses, and in particular payments for police department personnel.

The Association concludes that after careful analysis of the Village's current and estimated future financial condition, the Village has sufficient funds to comfortably meet the proposals of the Association, and urges the Public Arbitration Panel members to so award.

Position of the Village of Goshen

The Village states that for the past eight years or more, salaries of Goshen police officers have been in the middle range when compared with other village police departments in Orange County [Village Exhibit Nos V-AA-1 to V-AA-8] . When comparing salaries either of the ten villages in the County or of the twenty-four jurisdictions in Orange County, salaries of Goshen police officers remain in the middle range, in most cases ranking 13th out of the 21 jurisdictions. The Village's proposed salary increase of three (3.0%) percent in each fiscal year (1996-97 and 1997-98) will permit Village police officers to retain their relative position compared with twenty-one police departments in Orange County, that is, 13th ranking [Village Exhibit Nos. V-Z-1,V- Z-2]. A three percent salary increase in each of two years for Village of Goshen police officers will maintain their ranking of 5th of nine or 4th of eight, depending on completed agreements for those years [Village Exhibit Nos. V-Z-3 through V-Z-6].

When compared with the cost-of living (Consumer Price Index) [Village Exhibit Nos. V-Q-1 through V-Q-7], Village of Goshen police officers have fared well. Since 1991, police officers have received salary increases in excess of the increase in the Consumer Price Index, thereby increasing their real incomes [Village Exhibit Nos. V-R, V-T]. If their salaries had been increased by the same

percentage as the Consumer Price Index, in 1995 their salaries would have been $35,071. Their actual negotiated salaries in 1995 were $37,875 [Village Exhibit Nos. V-U, V-S].

The Village asserts that its proposed salary increase of three percent in each of two years is fair and reasonable, and maintains the rank order of Village police officers when compared with other police departments in the County.

The Village argues that its financial position is such that any increases to police greater than the three percent salary increase offered will cause serious problems. Ronald J. Bally, Budget Officer for the Village, presented budget information to the Public Interest Arbitration Panel. He presented audited financial statements of the Village for 1995 [Village Exhibit No. V-D] and 1996 [Village Exhibit No. V-E], the final 1996-97 Budget [Village Exhibit No. V-F] and the final Budget for 1997-98 [Village Exhibit No. V-H].

Mr. Bally testified that for the years from 1993 through 1997, almost forty-five percent of the dollar value of taxable property in the Village was exempt [Village Exhibit No. L]. "Of the approximately $128 million dollars in taxable property, approximately $58 million was exempt, leaving only about $70 million for which taxes could be levied." Exempt property includes schools, County government offices, Arden Hill Hospital, all religious institutions including the Celesians. The Celesians is a Catholic seminary.

Mr. Bally, as well as Mayor George Lyons, testified that the Village has substantial proposed capital expenditures estimated at almost three million dollars [Village Exhibit No. V-M]. Those proposed expenditures include drainage to Otterkill, drainage to other areas, replacement of the garage building, and the purchase of a garbage truck and a dump truck. Mayor Lyons testified that there are four priority drainage projects in the village because people are being flooded out.

Salvatore Pennini, financial witness for the Village, testified that the Village of Goshen, while not in dire financial straits, is not in a top position vis-a-vis other jurisdictions in Orange County. He presented data for the nine villages in Orange County, and then compared the Village of Goshen to the others [Village Exhibit Nos. V-O-1 through V-O-10. He found that the Village ranked about in the middle relating to per capital income, debt per capita, full value debt, full value tax rate per one thousand dollars, and police expenditure per capita [Village Exhibit No. V-O-11].

Mr. Pennini testified that a proper analysis of credit worthiness requires an examination of four main categories or factors: Economic and demographic data; debt structure, tax base and financial performance. He stated that such analysis can determine if debt burden is light, moderate or heavy. His analysis is similar to that performed by rating agencies such as Moody's.

Discussion of Salary

Both parties argue strongly for their respective positions. The Interest Arbitration Panel finds that the Village of Goshen, has the ability to meet the salary and other items awarded below without seriously affecting its budgetary constraints or increasing its tax rate.

While the Village argues that it has substantial proposed capital expenditures, it also states that it will make those expenditures over a period of time. Ronald J. Bally, on cross examination, stated that the tax rate was reduced by 7.5% in four years. Mr. Pennini testified that the Village's tax margin is twenty-five percent, which he characterized as "ample." He also testified that the Village taxes at eight percent of its constitutional limit, comparing favorably with other jurisdictions. Mr. Pennini also testified that he considered the 1996 fund balance as a "good surplus." Mr. Pennini also testified that the Village of Goshen Bonds (debt) have a rating of "A" which he testified was a

"good rate." Mr. Pennini testified that the Village of Goshen's tax rate and debt per capita have been reduced in each of the last three years.

In evaluating Village of Goshen police department salaries, and comparing them with other villages in Orange County, the Interest Arbitration Panel agrees with both the Association and the Village's comparisons, find that the Village of Goshen police department salaries are in the "middle of the pack," that is, ranked about fifth or sixth out of eleven villages.

Based on an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

AWARD:

The salary schedule shall be increased by three and-a-half (3.50%) percent effective June 1, 1996.

The salary schedule shall be increased by three and three-fourths (3.75%) percent effective June 1, 1997.

I (concur) (do not concur) with the above Award

Date: 6/24/98

Peter A. Prosper
Chairman

I (concur) (do not concur) with the above Award See Opinion Attached.

Date: 7-1-98

David L. Levinson, Esq.
Employer Panel Member

I (concur) ~~(do not concur)~~ with the above Award

Date: 6/26/98

Anthony V. Solfaro
Employee Organization Panel Member

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LONGEVITY PAYMENTS

The 1994-96 Collective Bargaining Agreement between the Village and the Association contains, in Article XX, the following provisions:

> Section 1. Each employee covered by this Agreement shall receive longevity pay based upon his years of service with the Police Department of the Village. For the purpose of this Article, "years of service" shall mean those years subsequent to the initial employment date of an employee in which the employee actually works. Effective June 1, 1994, longevity pay shall be added to an employee's base salary in accordance with the following schedule:

Years of Service	Amount
after 7 years	$350 per year
after 11 years	$400 per year
after 15 years	$400 per year
after 19 years	$400 per year

> Section 2. Longevity payments indicated in the above schedule are not cumulative.

The Association proposes that longevity be converted into a percent format as set forth in its proposals.

Discussion

The parties may have intended longevity payments not be a part of base pay. Both Mr. Bally and Ms. Mattheus testified that the Village has been consistently adding longevity in police officers' base pay for some years, and has made payments on a cumulative basis. For the Interest Arbitration

Panel to accept the Village's proposal would be to reduce a financial benefit already enjoyed by police officers. The Village has presented no compelling evidence to persuade this Panel that such a reduction is necessary or desirable. However, such a reduction would be detrimental to the morale and welfare of police officers. In order to include in the Collective Bargaining Agreement the current practice, and to prevent any misunderstanding as to what the payment shall be, and based on an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

AWARD

Effective June 1, 1997, the following longevity schedule shall be implemented:

Years of Service	Amount
after 7 years	**$400 per year**
after 11 years	**$800 per year**
after 15 years	**$1,200 per year**
after 19 years	**$1,600 per year**

Section 2. Longevity payments indicated in the above schedule are not cumulative.

Section 3. Longevity payments shall be included into base pay.

I (concur) (do not concur) with the above Award

Date: 6/24/98

Peter A. Prosper
Chairman

I (concur) (do not concur) with the above Award

Date: 7-1-98

David L. Levinson, Esq.
Employer Panel Member

I (concur) ~~(do not concur)~~ with the above Award

Date: 6/26/98

Anthony V. Solfaro
Employee Organization Panel Member

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CHART DAYS

The Association proposes to provide police officers with six administrative days per year in recognition of their current work schedule. These are known as "chart days" and serve the purpose of giving police officers additional days off during the work year.

The Association argues that the current work schedule requires police officers to work a substantially greater total number of days per year than in comparable jurisdictions. It states that Village police officers may work as many as twelve more days per year than other similarly situated village police departments [PBA Exhibit No. 35]. For example, Cornwall-On-Hudson, Monroe, Walden and Washingtonville have work schedules which require police officers to work approximately 243 days per year. Harriman (254 days), Greenwood Lake (249 days) and Chester (254 days) all require fewer days of work per year than does the Village of Goshen.

The proposed chart day clause is one method to make total work days comparable. The Village opposes any provision for chart days.

Discussion

The Interest Arbitration Panel recognizes that Village of Goshen police officers are scheduled to work more days per year than do others in Village police departments in Orange County. It is noted that only one village in Orange County, the Village of Chester, provides chart days for its police officers. We deem it inappropriate at this time to adjust the work year by granting chart days to Village police officers, but recommend that the parties address this issue in their next negotiations. The Interest Arbitration Panel has determined that the Association's proposal not be implemented.

AWARD

There shall be no inclusion of chart days.

I (concur) (do not concur) with the above Award

Date: 6/24/98

Peter A. Prosper
Chairman

I (concur) (do not concur) with the above Award

Date: 7-1-98

David L. Levinson, Esq.
Employer Panel Member

I ([redacted]) (do not concur) with the above Award

Date: 6/26/98

Anthony V. Solfaro
Employee Organization Panel Member

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BEREAVEMENT LEAVE

The Association seeks a new benefit providing five days' bereavement leave. The Villages opposes the proposal.

In the recently-expired Collective Bargaining Agreement, Article XIII provides for twelve days sick leave per year. Section 3 of that Article states: "Sick leave with pay shall be granted to employees for personal illness, illness to members of their immediate families, or for bereavement purposes. However, employees may only use 5 sick days per year relating to 'illness in the immediate family.' Such days shall be non-cumulative."

The Association points out that Cornwall-On-Hudson and Washingtonville provide five bereavement days for certain relatives and two days for other relatives [PBA Exhibit No. 34]. Chester, Greenwood Lake, Harriman, Monroe and Walden provide three bereavement days for defined relatives.

Discussion

All villages in Orange County except the Village of Goshen provide specific bereavement leave for their employees. While the Village has bereavement leave included in its Sick Leave clause, an extensive illness could easily consume all those sick leave days. The Panel believes that a separate benefit would bring the Village more in line with the other villages in the County. Therefore, based on an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

AWARD

All employees shall be given five (5) calendar days of bereavement leave at their regular rate of pay following the death of the employee's parents, spouse, children (including step-children), or siblings. For grandparents, father-in-law, mother-in-law, brother-in-law or sister-in-law, all employees shall be given three (3) calendar days of bereavement leave. This provision shall be effective the date of this Award.

I (concur) (do not concur) with the above Award

Date: 6/24/98

Peter A. Prosper
Chairman

I (concur) (do not concur) with the above Award

Date: 7-1-98

David L. Levinson, Esq.
Employer Panel Member

I (concur) ~~(do not concur)~~ with the above Award

Date: 6/26/98

Anthony V. Solfaro
Employee Organization Panel Member

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JURY DUTY

The Association and the Village presented proposals on the issue of jury duty. The Association seeks payment for jury duty at the employee's regular rate of pay. The Village proposes payment for jury duty limited to time actually spent on jury service when the employee is scheduled to work. It argues that many of the villages in the County require employees to return to work unless

they are actually called for courtroom presence [Village Exhibit Nos. EE, FF]. The Village proposes that if an employee is not required to be physically present at the court house while waiting to be called, the employee is required to report for work as scheduled. Finally, the Village proposes that any feels received for jury service be paid to the Village in return for full salary.

The Association states that jury duty is compensated in the Villages of Chester, Greenwood Lake, Harriman and Walden [PBA Exhibit No. 37]. The other villages do not have contract provisions, most probably because the requirement of jury duty for police officers was recently enacted.

Discussion

Police officers were exempt from jury duty until January 1996, at which time police officers, as well as other previously-exempt occupational groups (attorneys, etc.), became eligible for jury duty. The Association's proposal does not distinguish between jury duty during regular work hours or jury duty at other times (second shift, etc.) The Village's proposal overcomes that problem, but requires an employee to be at work and call in to the court house to determine the hour he is to appear for duty. The Award below overcomes many of the Village's concerns and provides payment for a police officer who is called for jury duty. Based on an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

AWARD

The Village of Goshen shall provide each employee time off with pay, without charge to any other paid leave accruals, for all time required to be on jury duty when the employee is scheduled to work. If an employee is excused from being required to be in the court house when there are three hours or more remaining in the work tour, the employee shall consult with his supervisor to

ascertain whether the employee is required to report for duty for the remainder of the work tour.

Any fees received by the employee from the State or governmental authority for jury duty shall be signed over to the Village as a condition of the employee's receiving full salary and time off for when scheduled to work. Any disbursements such as parking, mileage or tolls shall be retained by the employee.

I (concur) (do not concur) with the above Award

Date: 6/24/98

Peter A. Prosper
Chairman

I (concur) (do not concur) with the above Award

Date: 7-1-98

David L. Levinson, Esq.
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award

Date: 6/26/98

Anthony V. Solfaro
Employee Organization Panel Member

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COURT TIME

The recently-expired Collective Bargaining Agreement provides a minimum of three hours pay at overtime rate if an employee reports for court on official police business during his normal off-duty hours. The Village of Goshen seeks to reduce the time to two hours.

Discussion

In its argument, the Village contends that because salaries have increased over the years, the cost of court time becomes more expensive. Police officers should be required to work the time that they are paid for. The Interest Arbitration Panel finds that no compelling evidence for change in the current language or benefits should be made.

AWARD

There shall be no change in Article XXV — Court Appearance.

I (concur) (do not concur) with the above Award

Date: 6/24/98

Peter A. Prosper
Chairman

I (concur) (do not concur) with the above Award

Date: 7-1-98

David L. Levinson, Esq.
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award

Date: 6/26/98

Anthony V. Solfaro
Employee Organization Panel Member

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CLOTHING AND CLEANING ALLOWANCE

The recently-expired Collective Bargaining Agreement, Article VIII, Uniforms and Equipment, provides a five hundred ($500.00) dollar per year allowance for replacing of uniforms and equipment. In the same article, a fifty ($50.00) dollar cleaning allowance is granted.

The Association argues that neither amount is sufficient. The fifty dollar cleaning allowance will not provide for nearly the cost of cleaning during one year. It states that most other Villages provide either free uniform cleaning or award substantially greater amount than does the Village of Goshen [PBA Exhibit No. 31]. For example, the Village of Chester provides $450 per year for uniform replacement and two uniform cleanings per week. Cornwall-On-Hudson provides uniforms, equipment and cleaning at not cost to the employee. Greenwood Lake provides a yearly stipend for uniform replacement of $600.00 per year and a cleaning stipend of $400.00 The Village of Walden also provides for cleaning of uniforms at no cost to the employee.

Discussion

A police officer in the Village of Goshen receives an initial issue of uniforms and equipment. Thereafter, he is required to replace and/or repair his uniforms when it becomes necessary. The cost of replacement uniforms has risen over the years, and the allowance should be increased in some amount. The fifty dollar per year cleaning allowance covers perhaps two or three cleanings of one or two uniforms. We believe that the allowance is too low for the necessary cleaning of uniforms. Based on an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

AWARD

On June 1, 1996, each employee shall be entitled to a clothing allowance amounting to five hundred twenty-five dollars ($525.00) per year for the replacement of uniforms and equipment.

On June 1, 1997, each employee shall be entitled to a clothing allowance amounting to five hundred fifty dollars ($550.00) per year for the replacement of uniforms and equipment.

On June 1, 1996, each employee shall be entitled to a one hundred-fifty ($150.00) dollar annual cleaning allowance.

On June 1, 1997, each employee shall be entitled to a two hundred ($200.00) dollar annual cleaning allowance.

I (concur) (do not concur) with the above Award

Date: 6/24/98

Peter A. Prosper
Chairman

I (concur) (do not concur) with the above Award See opinion attached

Date: 7-1-98

David L. Levinson, Esq.
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award

Date: 6/26/98

Anthony V. Solfaro
Employee Organization Panel Member

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HEALTH INSURANCE

The recently-expired Agreement states that each employee hired after May 31, 1992, contribute five percent of the cost of health insurance premiums; employee hired after May 31, 1994 contribute 7.5% of the cost of health insurance premiums. The Association proposes removal of any contribution to health insurance premiums by employees. The Village opposes the Association's proposal.

The Association argues that most other villages in the County do not require police officers to contribute to health insurance premiums, and those few that require some payment, that payment ceases at a point in time, making it a limited payment [PBA Exhibit No. 32].

Discussion

The evidence demonstrates that a vast majority of jurisdictions in Orange County do not require a contribution for health insurance from police officers. Only two other villages in the County (Greenwood Lake and Walden) require some contribution. Even the Village of Goshen's submissions demonstrate those facts [Village Exhibit Nos. II-1, II-2].

This Panel is mindful that employees in the other bargaining unit in the Village contribute to health insurance premiums. This Panel is required to evaluate terms and conditions of police officers in the Village of Goshen with "the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions." Most of the comparable jurisdictions do not require police officers to contribute to health insurance premiums. Based on an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

AWARD

Effective the date of this AWARD, the Village shall pay one hundred (100%) percent of the premium cost for health insurance for all employees regardless of their date of hire. Employees hired on or after June 1, 1992 but prior to June 1, 1994, for employees who elect dependent coverage in the group health insurance plan offered by the Empire Plan (Empire Met/Blue Cross and Blue Shield) shall now contribute 5% of the premium cost of the difference between individual and dependent coverage. Employees hired on or after June 1, 1994 shall contribute 7.5% of the premium cost of the difference between individual and dependent coverage.

All other parts of Article IX — Health Insurance are to remain as stated in the Collective Bargaining Agreement.

I (concur) (do not concur) with the above Award

Date: 6/24/98

Peter A. Prosper
Chairman

I (concur) (do not concur) with the above Award See opinion attached.

Date: 7-1-98

David L. Levinson, Esq.
Employer Panel Member

I (concur) ~~(do not concur)~~ with the above Award

Date: 6/26/98

Anthony V. Solfaro
Employee Organization Panel Member

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PART-TIME EMPLOYEES

The issue of part-time employees arose when the Association filed an Improper Practice Charge on July 26,1996 on an unrelated matter. In settlement of that matter, the Association and the Village agreed that the part-time issue would be submitted to this Interest Arbitration Panel for a decision.

Marcia Mattheus testified that the assignment of overtime was never a problem, but after it became an issue the Village "worked hard to try to make sure that it did not attempt to use part-time as it used it in the past."

The Association seeks to have only full-time police officers be given overtime duty and part-time police officers be eliminated.

In order to achieve a balance concerning the use of non-bargaining unit part-time police officers for overtime assignments and staffing and its effect on the unit and the Village of Goshen, and based on discussion, as well as an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

AWARD

a. **Overtime shall be offered to full-time unit members first (1st) in the event of staffing vacancy(ies), and if no one volunteers, the Village may use part-time employees;**

b. **Part-time employee(s) may be used to supplement the work schedule in the event of a long-term absence due to injury and/or illness. Long-term shall be defined as after two (2) or more consecutive work weeks of absence by a full-time employee. The part-time employee may be placed on the schedule without use of overtime of the full-time unit member in these instances only;**

c. **The Village may supplement the work schedule with part-time employees on special events in the Village (e.g., parades) in which all full-time employees are required to work.**

I (concur) (do not concur) with the above Award

Date: 6/24/98

Peter A. Prosper
Chairman

I (concur) (do not concur) with the above Award See Opinion Attached

Date: 7-1-98

David L. Levinson, Esq.
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award

Date: 6/26/98

Anthony V. Solfaro
Employee Organization Panel Member

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WELFARE FUND

The Village of Goshen proposes that its contribution to the cost of an employee's welfare fund benefits shall be fixed as of the last day of the current agreement and any increase in the welfare fund benefits premium cost beyond that amount shall be fully paid by the employee during the time of active service and, if eligible, when the employee retires.

The Association proposes 100% coverage with no cost to all full-time employees hired prior to June 1, 1996.

Neither party spoke to this proposal at the hearing. Because of insufficient evidence the Interest Arbitration Panel makes the following

AWARD

There shall be no AWARD to modify the welfare fund as it currently exists.

I (concur) (do not concur) with the above Award

Date: 6/24/98

Peter A. Prosper
Chairman

I (concur) (do not concur) with the above Award

Date: 7-1-98

David L. Levinson, Esq.
Employer Panel Member

I (~~concur~~) (do not concur) with the above Award

Date: 6/26/98

Anthony V. Solfaro
Employee Organization Panel Member

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HOLIDAYS

The Association proposes to add two holidays, Police Memorial Day (May 15) AND Columbus Day (October 10) to the existing list of eleven paid holidays. The Associations argues that the existing list is the lowest number of paid holidays in comparable jurisdictions [PBA Exhibit No. 36]. The addition of any holidays to the existing list would place the Association on a level with the

comparable jurisdictions. The Village opposes any increase to the current eleven paid holidays. Village Exhibit No. V-HH supports the Association proposal.

Discussion

The Interest Arbitration Panel recognizes that the Village of Goshen police officers receive fewer holidays than those police officers in comparable jurisdictions, but recommends that the parties address this issue in their next negotiations. The Interest Arbitration Panel has determined that the Association's proposal not be implement.

AWARD

There shall be no Award made for increasing the number of paid holidays that currently exists.

I (concur) (do not concur) with the above Award

Date: 6/24/98

Peter A. Prosper
Chairman

I (concur) (do not concur) with the above Award

Date: 7-1-98

David L. Levinson, Esq.
Employer Panel Member

I (concur) (do not concur) with the above Award

Date: 6/26/98

Anthony V. Solfaro
Employee Organization Panel Member

The above constitute all the issues placed before this Interest Arbitration Panel for evaluation and decision.

Date: 6/24/98

Peter A. Prosper
Public Panel Member and Chair

STATE OF NEW YORK)
COUNTY OF Schenectady) SS:

On this 24th day of June, 1998, before me personally came and appeared PETER A. PROSPER, 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.

LUCILLE A. PALUDI
Notary Public, State of New York
Qualified in Schenectady County
My Commission Expires Nov 30, 1999

STATE OF NEW YORK)
COUNTY OF ORANGE) SS:

On this 1st day of JULY, 1998, before me personally came and appeared DAVID L. LEVINSON, Esq., to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

STATE OF NEW YORK)
COUNTY OF ORANGE) SS:

Ann Marie Bateman
Notary Public #4518399
Orange County, State of NY
Commission Expires 4-30-2000

On this 26th day of JUNE, 1998, before me personally came and appeared ANTHONY V. SOLFARO, 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.

LORRAINE J. Mc GUINNESS
Notary Public, State of New York
Qualified in Orange County
Reg. No. 4620194
Commission Expires June 30, 1999