

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In The Matter of The Interest Arbitration Between

CITY OF KINGSTON PBA UNION, INC.

AND

THE CITY OF KINGSTON, NEW YORK

PERB Case No. IA2003-027; M2003-083

FINAL AND BINDING

OPINION AND AWARD

OF TRIPARTITE

ARBITRATION PANEL

The Public Arbitration Panel members are:

PUBLIC PANEL MEMBER AND CHAIRPERSON:

Peter A. Prosper
P. O. Box 520
Guilderland, New York 12084

PUBLIC EMPLOYEE PANEL MEMBER:

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

PUBLIC EMPLOYER PANEL MEMBER:

James W. Roemer, Jr., Esq.
Roemer Wallens & Mineaux, LLP
13 Columbia Circle
Albany, New York 122037

APPEARANCES: For the Kingston PBA Union, Inc.

John K. Grant, Esq.
Labor Counsel
1 Spring Square Business Park
Newburgh, New York 12550

For the City of Kingston

Elayne G. Gold, Esq.
Roemer Wallens & Mineaux, LLP
13 Columbia Circle
Albany, New York 12203

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED
JAN 06 2005
CONCILIATION

Pursuant to the provisions of Civil Service Law, Section 209.4, Richard A. Curreri, Esq., Director of Conciliation of the New York State Public Employment Relations Board, designated the undersigned on February 24, 2004, as the Public Arbitration Panel for the purpose of making a just and reasonable determination on the matters in dispute between the City of Kingston ("City") and the Kingston Police Benevolent Association, Inc. ("Union"). The parties are covered by a Collective Bargaining Agreement for the period of January 1, 1998 through December 31, 2000 and an Interest Arbitration Award from January 1, 2001 through December 31, 2002 (PERB Case No.: IA201-012; M201-058). The parties commenced negotiations for a successor agreement on February 1, 2003, and were unable to reach agreement. The Public Employment Relations Board appointed a mediator who met with the parties in attempt to resolve the differences between the parties. When mediation did not result in resolution of the parties' differences, a Petition for Compulsory Interest Arbitration was filed by the Union on January 9, 2004. The City filed its response on January 26, 2004. A hearing was held in Kingston, New York on August 16, 2004, 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 Hearing was transcribed, which was the official record. The parties filed post-hearing briefs which were received in a timely manner.

All issues which have attendant support 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 October 12, November 11 and December 9, 2004, exchanged correspondence, conducted telephone conversations, and deliberated on each of the outstanding issues, carefully and fully considering all the data, exhibits, briefs and testimony of the sworn

witnesses who appeared on behalf of 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 the impasse. Those issues presented by the parties that are not contained in this OPINION AND AWARD were also carefully considered by the Public Arbitration Panel, but are remanded back to the parties for future consideration, and therefore no AWARD is made on those matters. 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.

THE STATUTORY CRITERIA

Comparable Communities

Both parties have limited their submissions on comparability to police officers working in the State of New York. The City comparables were the Cities of Beacon, Hudson, Newburgh and Poughkeepsie. The PBA cites the Village of Ellenville, Town of Lloyd, Town of Malborough, Town of New Paltz, Town of Rosendale, Town of Saugerties, Village of Saugerties, Town of Shawangunk, Town of Ulster and the Town of Woodstock.

The PBA states that the communities that the City has chosen may be of similar size, but their police earn as much as thirty or forty percent more than do police in Kingston. In addition, the PBA criticizes the City for drawing comparisons exclusively with cities outside of Ulster County, which results in a comparison of significant economic and social pressures that are so dramatically different that attempts to draw meaningful comparison is impossible.

The PBA states that it has presented documentary evidence and comparability exhibits citing all of the full-time police departments functioning in the County of Ulster. Each of those municipalities and the police officers working within those municipalities are subject to the same general economic, social and fiscal environment as officers in the City of Kingston. Further, states the Union, housing, employment opportunities and tax rates overlap and are comparable throughout the County.

The City argues that its choice of comparables is appropriate because they are all cities, they share similar conditions, have similar sized police forces. The City criticizes the Union's selection of comparables, stating that Towns are never comparable to cities by virtue of the different taxing structures, liabilities and obligations. Although the towns and villages are located in the County of Ulster, location is not sufficient to make a determination as to comparability. The parties need to focus on taxing structure, the population, income and poverty levels of these municipalities.

Ability to Pay

The City states that its past difficulty of a negative fund balance has been rectified, and it now has a positive fund balance. Regarding its ability to pay a wage increase, City Comptroller Penny Radel testified that although revenues are increasing, so too are expenditures. She points to health insurance which has exhibited double digit increases for the past three or four years, liability insurance and retirement costs as the three major factors of expenditure increase. Between 2002 and 2004, retirement costs for the police department have seen an increase of \$598,726.00, while liability insurance has increased on average of thirty percent over the last four years.

The Union argues that the City "clearly has the ability to pay" the wage and economic benefit package sought by the PBA on behalf of the members it represents. The City has conceded that it has the ability to pay a fair and equitable wage. Perhaps it doesn't have the desire to do so. The Mayor refers to the City's fiscal status as the strongest it has been for years. The Union's financial expert, Kevin Decker agrees.

Property tax rates for homeowners were lower in 2004 than they were in 1997. Property tax rates have been flat over a ten-year period. Over the past five years the tax rate in the City of

Kingston has dropped by an average of 1.31%. The City has more than sufficient taxing capacity to permit it to fund a fair and just award consistent with the demands of the PBA. The City's percentage of its permissible debt limitation is very small.

The PBA states that each one percent base salary increase for all members of the unit costs only \$35,160, with roll up costs of overtime, compensation time, other items of pay, retirement and FICA a total cost of \$47,000.

Interest and Welfare of the Public

The Union argues that when a municipality is fortunate enough to be in sound financial condition, the interest and welfare of the public compel a wage and benefit package at a level which will entice persons to become and remain members of the department and one that will reflect the department's relative status and position in the surrounding law enforcement community.

Peculiarities of the Profession

The Union states that the law enforcement profession is unique and no real comparison can be made with other trades or professions. This criterion has been interpreted over the years by interest arbitration panels by looking at the peculiarities of the law enforcement profession itself. Appropriate weight must be given to the especially hazardous nature of police work and to the special qualifications, training and skills required of a Police Officer.

7
THE ISSUES

The Issues submitted by the Union are as follows:

1. Duration - 2 years (1/1/03 to 12/31/04)

2. Shift Differential-

"A" line (12:00 midnight to 8:00 a.m.) - 8%

"C" line (4:00 p.m. to 12:00 midnight) - 4%

The above differentials shall be paid to all employees when on any paid leave, such as but not limited to, vacation, sick leave, personal leave, GML 207-c performance of duty injury or illness, etc.

3. Disciplinary Procedure -

In the event demotion in rank and/or termination is sought by the City, the employee may choose either Section 75/76 of the CSL, or arbitration, which shall be final and binding on all parties. The selection of arbitration does not waive the employee's Section 75 rights, except appeal.

4. Grievance Procedure -

Grievance to be filed no later than 30 calendar days after occurrence to the Chief of Police. An appeal to the Mayor shall be filed no later than 10 calendar days after receipt of the Chief of Police's written determination. An appeal of the Mayor's written determination shall be filed no later than 10 calendar days to arbitration by the PBA.

5. Education Incentive and Physical Fitness -

Associate's Degree - 3% over Base Wage

Bachelor's Degree - 5% over Base Wage

Master's Degree - 7% over Base Wage

Physical Fitness - Membership Payment - \$500.00 per year per employee

6. Overtime -

Paid in excess of scheduled workday, or when called in when not scheduled to work, or in excess of scheduled workweek. Increase "two (2) hour" minimum to "four (4) hours" at overtime rate.

7. Uniform Clothing Allowance -

<u>1/1/03</u>	<u>1/1/04</u>
+\$75.00	+\$75.00

Include the complete list of initial uniforms and equipment to be purchased by unit members. Any additional uniforms and equipment required above the initial purchase shall be paid by the City at no cost to the employee.

8. Health Insurance -

Effective January 1, 2003, the City shall pay 100% of the health insurance premium upon retirement for the individual and/or family plan..

9. Proposed New Article – Labor/Management-

Authorized spokespersons for the City and Union, shall meet at the request of either party, to discuss questions or differences of opinion concerning the administration of this contract or other terms and conditions of employment. The request shall be in writing, addressed to the Mayor or designated representative, or Union President or designated representative, at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

The labor/management meeting shall be scheduled by mutual agreement before the time limit to file a grievance may be required, as set forth in Article XIV - Contract Administration. The parties may agree to extend the time limits in the event a grievance may be required, as contained within that Article, in order to resolve the subject matter as stated in the written request.

Any agreement or understanding reached between the parties, shall be reduced to writing and signed by an authorized representative of each party and attached and made a part of this Agreement.

10. Proposed New Article - Jury Duty Leave

A. Effective January 1, 2003, an employee who is noticed and required to appear for Jury Duty service shall be released with pay from their regularly scheduled tour of duty that calendar day without charge to any other paid leave (i.e., vacation, holiday, compensatory time and personal leave). This release shall not include a mutual tour of duty switch between employees.

B The employee shall provide a copy of the appearance notice upon receipt to the Chief of Police or designee.

- C. The employee shall use the night before "call in" system, if available. The employee shall notify the Chief of Police or designee on whether or not they have to appear for Jury Duty for the following day, or are selected for jury service. In the event the employee is not required to report for Jury Duty, he/she shall report to their regularly scheduled tour of duty.
- D. All fees paid to the employee for Jury Duty service, when released from their regularly scheduled tour of duty, shall be either endorsed over to or be paid by the employee to the City.
- E. Reimbursement from the court, for mileage, tolls, parking and/or meals paid for while on Jury Duty service, shall be retained by the employee.
- F. At the completion of Jury Duty service, the employee shall provide from the court, if made available, a record of attendance to the Chief of Police or designee.

12. On-call/Stand-by Payment

Effective January 1, 2003, all members of the Detective Bureau shall provide coverage during times when no Detective is regularly scheduled to work. That member shall be provided with a Department vehicle to take home, a pager and cell phone during on-call stand-by hours, at no cost to that member. The Detective Sergeant and Lieutenant shall be provided a take home vehicle at all times. The on-call stand-by unit member shall be called, at which time he/she shall determine whether or not it is required to respond to the Police Department or crime scene. In the event the on-call stand-by unit member responds, as set forth herein, that member shall be compensated portal-to-portal with a minimum of four (4) hours of overtime and be covered during that travel by General Municipal Law Section 207-c. In recognition for being placed on on-call stand-by, each affected member of the Detective Bureau shall be compensated at the rate of one (1) hour of straight time for every four (4) hours, or any part thereof, while on-call stand-by.

13. K-9 Compensation

Incorporate existing understandings into the Agreement.

14. Union Office Space

The City shall provide the Union with office space as currently provided in the police department.

15. Base Wage and Longevity-

<u>Wages</u>	<u>1/1/03</u>	<u>1/1/04</u>
Police Officer(s) Dispatcher(s) and Senior Typist	4.75%	4.75%
<u>Longevity</u>	<u>1/1/03</u>	<u>1/1/04</u>
7-9 years	\$ 525.00	\$ 625.00
10-12 years	\$1,050.00	\$1,250.00
13-15 years	\$1,575.00	\$1,875.00
16-17 years	\$2,100.00	\$2,500.00
18 years and above	\$2,625.00	\$3,125.00

Retroactive pay shall be paid to any unit member who worked during the expired period of this Agreement.

The City of Kingston's Proposals:City Proposal No. 1

Amend Article X, Section 1 to provide that all employees shall work 260 days per year on a 5/2 schedule.

City Proposal No. 2

Seniority shall no longer be the sole criterion for the picking of a shift by supervisory personnel. The Chief of Police will assign supervisory personnel to the shifts using his best judgment as to which supervisor would be more appropriate for a particular shift. In the event that the Chief believes that more than one supervisor would be appropriate for a particular shift, then seniority will prevail.

City Proposal No. 3

Amend Article XXXIV, "Medical Plan", shall be amended to provide that the City will offer HMO coverage with a cap on the City's premium contribution of \$7,000 per year.

City Proposal No. 4

Amend Article XV, "Sick Pay" to provide that members of the bargaining unit shall earn one day of sick leave per month and may accumulate up to 240 sick days.

City Proposal No. 5

Amend Article XIII, Section "4" to provide a maximum of 20 days per year of leave with pay to the Union President.

City Proposal No. 6

Article XXIII, entitled "Supplemental Days Off", amend paragraph "1" by reducing the number of supplementary days from 16 to 15 for veterans and from 14 to 13 for all others.

City Proposal No. 7

Amend Article XXIII, paragraph "2" to provide for two (2) personal leave days per year.

City Proposal No. 8

Article XXIII, paragraph "4" shall be deleted.

City Proposal No. 9

Article XXIV, paragraph "1C" shall be amended to provide 25 days of paid vacation after ten years of service.

City Proposal No. 10

Article XXV, Section 1, amended to provide a maximum cost to the City of \$10,000 in any one year.

City Proposal No. 11

Article XXX, "Longevity," extend the time for reaching longevity levels by two years and reduce each level by \$100.00.

City Proposal No. 12

Article X, delete Section "2." Days off to be given if schedule does not fall below minimum; if it falls below minimum, days off to be canceled.

City Proposal No. 13

Article X, delete Section "5."

City Proposal No. 14

Canine Officers will receive a one hour shortened work day instead of 15 hours per month.

In its executive sessions the Panel critically evaluated the proposals of each party, justifications for their proposals, and the other party's position on those proposals. After due and deliberate consideration, the Panel makes the Awards below.

Duration of the Award

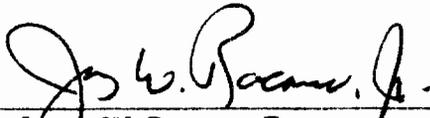
Based on agreement by the parties, the Interest Arbitration Panel makes the following

AWARD

The term of this Award shall be from January 1, 2003 through December 31, 2004.

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

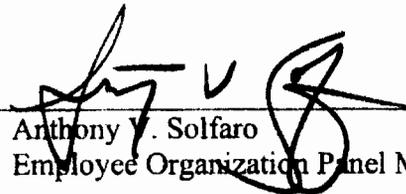
Date: 1/3/05



James W. Roemer, Esq.
Employer Panel Member

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

Date: 12/29/04



Anthony Y. Solfaro
Employee Organization Panel Member

ARTICLE XII – OFF DUTY HOURS

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

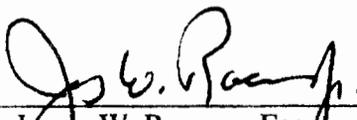
AWARD

Add a new sentence at the end of Section 2 to read as follows:

The Detective(s) who are required to be on stand-by shall be provided with a department take home vehicle, cell phone and/or pager at no cost. The Detective Lieutenant and Sergeant shall be provided with a department take home vehicle, cell phone and/or pager at no cost.

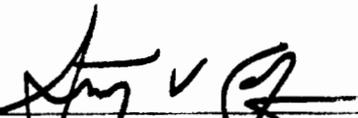
I (concur) (~~do not concur~~) with the above Award

Date: 1/3/05


James W. Roemer, Esq.
Employer Panel Member

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

Date: 12/29/04


Anthony V. Solfaro
Employee Organization Panel Member

ARTICLE XIV – CONTRACT ADMINISTRATION

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

AWARD

Change heading to GRIEVANCE PROCEDURE and insert the following to replace the existing language.

1. Definition of a Grievance.

A grievance is any dispute or difference between the parties arising out of the interpretation or application of any provision of this agreement.

2. Procedure.

A. A grievance shall be reduced to writing within thirty (30) calendar days of its occurrence or within thirty (30) calendar days of when any official of the Union knew or should have known of the violation. All grievances shall only be submitted by the Union, signed by a Union Official, and submitted and processed as follows:

B. STEP 1 – CHIEF OF POLICE - The grievance shall be submitted to the Chief of Police who shall have ten (10) calendar days after receipt of the grievance to respond. In the event there is no written response or determination, the grievance shall be deemed denied. After receipt of the Chief of Police's response, the grievance may be appealed to Step 2-Mayor, within ten (10) calendar days after receipt. In the event there is no written response or determination received, the grievance may be appealed to Step 2-Mayor no later than twenty-one (21) calendar days after the filing of the grievance.

C. STEP 2 – MAYOR – The Mayor shall have ten (10) calendar days after receipt of the grievance to respond. In the event there is no written response or determination, the grievance shall be deemed denied. After receipt of the Mayor's response, the grievance may be appealed to Step 3-Arbitration, within ten (10) calendar days after receipt. In the event there is no written response or determination received, the grievance may be appealed to Step 3-Arbitration no later than twenty-one (21) calendar days after the filing of the grievance at Step 2-Mayor.

D. STEP 3 – ARBITRATION - The Union may file a Demand for Arbitration utilizing the procedures in effect at that time of the Public Employment Relations Board (PERB) within ten (10) calendar days after the receipt of a written determination by the

Mayor, or no later than twenty-one (21) calendar days after filing of the grievance at Step 2-Mayor.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of the agreement in arriving at a decision of the issue or issues presented.

The decision of the arbitrator shall be final and binding upon the parties and the decision of the arbitrator is subject to Article 75 of the Civil Practice Law and Rules.

All fees and expenses of the arbitrator shall be shared equally by the Union and the City.

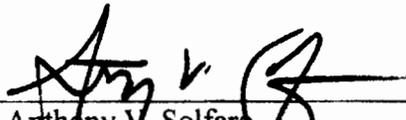
I (concur) (~~do not concur~~) with the above Award

Date: 1/3/05


James W. Roemer, Esq.
Employer Panel Member

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

Date: 12/29/04


Anthony V. Solfaro
Employee Organization Panel Member

ARTICLE XXVII – SALARY SCHEDULES

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

AWARD

Change heading to BASE WAGE SCHEDULES

Amend Schedule "A" as attached:

The payment of wages set forth in Schedule "A" for 2003 shall commence on July 1, 2003. Each employee who worked during the expired Agreement shall receive retroactivity, as set forth therein within thirty (30) calendar days of the issuance of this Award. The new rates shall be implemented no later than the first (1st) full pay period following the issuance of this Award. The City shall provide a worksheet to each individual receiving retroactivity, setting forth how the calculation(s) was made and what it represents.

**SCHEDULE "A"
BASE WAGE SCHEDULES**

	(2%) <u>1/1/03</u>	(2%) <u>7/1/03</u>	(2%) <u>4/1/04</u>	(2%) <u>10/1/04</u>
<u>Police Officer</u>				
Academy Rate *	\$32,830	\$33,487	\$34,157	\$34,840
Starting Rate	\$36,478	\$37,208	\$37,952	\$38,711
After 1 Year	\$38,481	\$39,251	\$40,036	\$40,837
After 2 Years	\$39,786	\$40,582	\$41,394	\$42,222
After 3 Years	\$41,328	\$42,155	\$42,998	\$43,858
After 4 Years	\$42,147	\$42,990	\$43,850	\$44,727
After 5 Years	\$44,523	\$45,413	\$46,321	\$47,247
Detective	\$46,119	\$47,041	\$47,982	\$48,942
Sergeant	\$48,852	\$49,829	\$50,826	\$51,843
Det. Sergeant	\$48,852	\$49,829	\$50,826	\$51,843
Lieutenant	\$53,301	\$54,367	\$55,454	\$56,563
Ptl./Det. Lieutenant	\$53,301	\$54,367	\$55,454	\$56,563

*** ACADEMY RATE**

a. The Academy rate shall equal ninety percent (90%) of the starting rate of pay. It shall only be payable to a newly hired Police Officer who at the time of hire does not have current Municipal Police Training Council (MPTC) certification. It shall be paid only for the first 18

weeks after that employee's date of hire, regardless of when he attends MPTC training. Thereafter that employee shall be paid the starting rate of pay for the remaining 34 weeks of their first year of employment.

Example – If a new employee is hired in April, and will be required to attend MPTC according to New York State Standard, they shall be paid the academy rate for their first 18 weeks and the starting rate until his anniversary the following April, at which time they shall be paid at the 1 year complete rate. The City will send the new employee to MPTC at the time they desire and according to New York State Law. When he attends MPTC he will be paid the rate he is entitled to according to his time of service. While attending MPTC, he shall work Monday through Friday with Saturday and Sunday off.

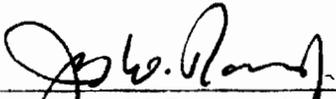
b. Any employee hired as a Police Officer who has completed and retains current MPTC certification shall be paid at the starting rate of pay for this entire first year and not at the academy rate.

	<u>1/1/03</u>	<u>7/1/03</u>	<u>4/1/04</u>	<u>10/1/04</u>
<u>Dispatcher</u>				
Starting	\$34,838	\$35,535	\$36,246	\$36,971
After 1 Year	\$35,605	\$36,317	\$37,043	\$37,784
After 2 Years	\$36,372	\$37,099	\$37,841	\$38,598
After 3 Years	\$39,307	\$40,093	\$40,895	\$41,713

	<u>1/1/03</u>	<u>7/1/03</u>	<u>4/1/04</u>	<u>10/1/04</u>
<u>Senior Typist</u>				
Starting	\$30,497	\$31,107	\$31,729	\$32,364
After 1 Year	\$31,265	\$31,890	\$32,528	\$33,179
After 2 Years	\$32,034	\$32,675	\$33,329	\$33,996
After 3 Years	\$33,019	\$33,679	\$34,353	\$35,040

I (~~concur~~) ^{do not concur} (do not concur) with the above Award

Date: 1/3/05


James W. Roemer, Esc.
Employer Panel Member

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

Date: 12/29/04


Anthony V. Solfaro
Employee Organization Panel Member

ARTICLE XXVIII - OVERTIME

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

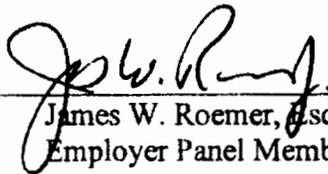
AWARD

Amend the first (1st) sentence of Section 1 to read as follows:

All members of the bargaining unit shall be compensated at the overtime rate of one and one-half (1.5X) times their regular hourly rate for all hours worked in excess of their regularly scheduled eight (8) hour work day, or when called in and not scheduled to work, or for all hours worked in excess of forty (40) hours during a work week. For purposes of this Article, the term "worked" shall include hours for which an employee is compensated regardless of whether or not they actually appeared and performed services on behalf of the City (i.e., vacation, sick leave, person leave, etc.).

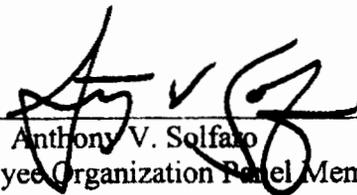
I (concur) (~~do not concur~~) with the above Award

Date: 1/3/05


James W. Roemer, Esq.
Employer Panel Member

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

Date: 12/29/04


Anthony V. Solfano
Employee Organization Panel Member

ARTICLE XXIX - CLOTHING ALLOWANCE

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

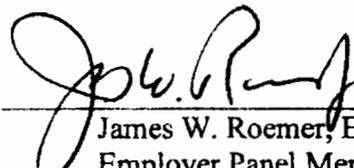
AWARD

The clothing allowance amount to be paid is as follows:

(+25.00)	(+25.00)
<u>1/1/03</u>	<u>1/1/04</u>
\$925.00	\$975.00

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

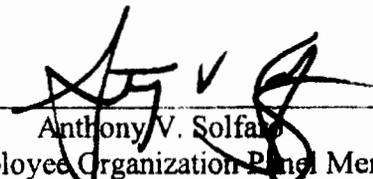
Date: 1/3/05



 James W. Roemer, Esq.
 Employer Panel Member

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

Date: 12/29/04



 Anthony V. Solfano
 Employee Organization Panel Member

ARTICLE XXXIV – MEDICAL PLAN

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

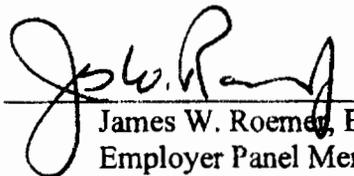
AWARD

Change heading to HEALTH INSURANCE – Add the following to Section 3.

3. During the course of collective bargaining between the parties, the City placed a proposal on the bargaining table that would restore certain retired police officers to the same level of health insurance contribution by the City that existed prior to the City making a unilateral adjustment in that premium contribution level three (3) years ago. In exchange for restoring those retired officers to the City’s previous level of contribution, as awarded in PERB Case No.: IA-201-012; M201-058, the City proposed that current police officers of the bargaining unit hired on or before December 31, 1993 be required to pay ten percent (10%) of the total annual premium toward their health insurance coverage with a maximum payment of Five Hundred (\$500.00) and 00/100 Dollars per year. The contribution change shall commence after December 31, 2004, when and only if the City restores those affected retired police officers to the previous level of City premium contribution, at which time it is then authorized to deduct the health insurance contribution for all police officers of the bargaining unit hired on or before December 31, 1993 as referenced herein. The authorization for said deduction shall continue for as long as the health insurance contribution for the affected retired police officer remains at the same level as contained in the previous Award referenced herein.

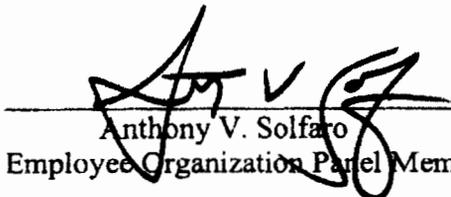
I (concur) (~~do not concur~~) with the above Award

Date: 1/3/05


James W. Roemer, Esq.
Employer Panel Member

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

Date: 12/29/04


Anthony V. Solfaro
Employee Organization Panel Member

ARTICLE XXXVIII – GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURES

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

AWARD

Incorporate, as a new Schedule or Appendix, the attached Application, Medical Release Form and Notice to the Comptroller of an injury or illness sustained in the line of duty.

**SCHEDULE OR APPENDIX “ ”
CITY OF KINGSTON POLICE DEPARTMENT**

GENERAL MUNICIPAL LAW SECTION 207-c

APPLICATION

1. _____
Name of Officer
2. _____
Address to which correspondence concerning application should be directed.
3. _____ 4. _____
Telephone Number Age
5. _____
Name of Supervisor
6. _____
Current Job Title
7. _____
Occupation at Time of Injury/Illness
8. _____
Length of Employment
9. _____ 10. _____ 11. _____
Date of Incident Day of Week Time

12. (a) _____
Name of witness(es) and address(es) (if available)

(b) _____

(c) _____

13. (a) _____
Names of co-employees at the incident site

(b) _____

(c) _____

14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.) _____

15. Where did the incident occur? Specify. _____

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) _____

17. When was the incident first reported? _____

To Whom? _____ Time _____

Witness(es) (if any) _____

18. Was first aid or medical treatment authorized? _____

By Whom? _____ Time _____

19. Name and address of attending physician _____

20. Name of Hospital _____

21. State name and address of any other treating physician(s) _____

22. State nature of injury and part or parts of body affected _____

23. The name and address of my representative to whom a copy of any decision concerning the application should be sent: _____

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-c OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

(Signature of Applicant if other than Injured Officer)

(Date)

Application Received By:

Signature of Person Authorized to Receive Application)

(Date)

Date of Report

_____, New York

Signature of Injured Officer

CITY OF KINGSTON POLICE DEPARTMENT
MEDICAL RELEASE FORM

TO: _____

YOU ARE HEREBY AUTHORIZED TO RELEASE TO THE CITY OF KINGSTON POLICE DEPARTMENT, OR ITS AUTHORIZED REPRESENTATIVES, INFORMATION INCLUDING ANY AND ALL MEDICAL AND BILLING INFORMATION WHICH MAY BE REQUESTED REGARDING THE INJURY OR ILLNESS (PAST HISTORY AND PRESENT HISTORY RELATED TO THE REFERENCED INJURED BODY PART OR TO THE REFERENCED ILLNESS) FOR WHICH I SEEK BENEFITS PURSUANT TO GENERAL MUNICIPAL LAW SECTION 207-c.

Date of Occurrence

Signature of Officer

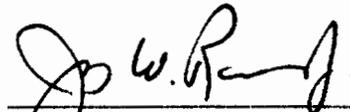
Injury or Illness Claimed

Printed Name of Officer

Date

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

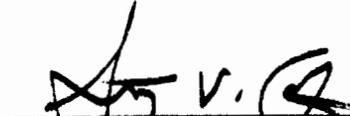
Date: 1/3/05



James W. Roemer, Esq.
Employer Panel Member

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

Date: 12/29/04



Anthony V. Solfaro
Employee Organization Panel
Member

ADD A NEW ARTICLE -CANINE OFFICER COMPENSATION AND SCHEDULING

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

AWARD

A. Scheduling

The Chief of Police shall determine the number of Canine Officers within the Department. The Chief of Police shall determine the shift(s) as set forth in Article X – Section 5 to which the Canine Officer(s) will be assigned. In the event there is more than one (1) Canine Officer and those employees are assigned to more than one (1) shift, then the Canine Officer with the most seniority, with seniority being defined as length of service as a Canine Officer, he/she may select the shifts made available to work.

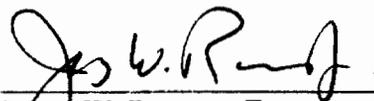
Article XI, Section 1, shall not be applicable to those employees who are assigned as a Canine Officer.

B. Compensation of Canine Officer(s)

In recognition for the care and maintenance of their dog, each Canine Officer(s) shall be paid fifteen (15) hours of overtime each month at their applicable hourly rate of pay, which represents twenty-two and one-half (22.5) of their straight time rate of pay. The payment shall be made as it currently exists. In the event there is more than one (1) Canine Officer, the most senior Canine Officer, which shall be defined as time in service as a Canine Officer, shall be designated "Senior Canine Officer." In addition to the foregoing compensation, he/she shall also be paid eight (8) hours of overtime each calendar quarter at his/her applicable hourly rate of pay, which represents and shall be paid at four (4) hours of their straight time rate of pay each month.

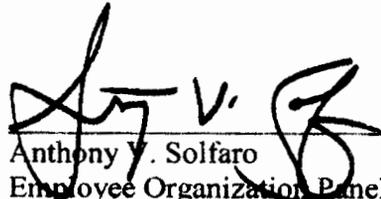
I (concur) (~~do not concur~~) with the above Award

Date: 1/3/05


James W. Roemer, Esq.
Employer Panel Member

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

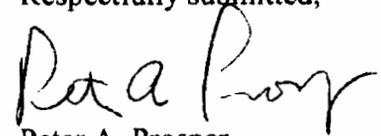
Date: 12/29/04



Anthony V. Solfaro
Employee Organization Panel
Member

As stated above, those issues presented by the parties that are not contained in this OPINION AND AWARD were also carefully considered by the Public Arbitration Panel, but are remanded back to the parties for further negotiation, and therefore no Award is made on those matters.

Date: January 9, 2005

Respectfully submitted,


Peter A. Prosper
Public Panel Member and Chair

STATE OF NEW YORK)
COUNTY OF Albany) SS:

On this 5 day of January, 2005, 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.

Madelyn E. Krug

MADELYN E. KRUG
Notary Public, State of New York
No. 01KR6017883
Qualified in Albany County
Commission Expires Dec. 21, 2010

STATE OF NEW YORK)
COUNTY OF Albany) SS:

On this 3rd day of January, 2005, before me personally came and appeared JAMES W. ROEMER, JR., 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.

Andrea S. NASEMAN

ANDREA S. NASEMAN
Notary Public, State of New York
No. 4773541
Qualified in Albany County
Commission Expires 10/21/06

STATE OF NEW YORK)
COUNTY OF Orange) SS:

On this 29th day of December, 2004, 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.

Nancy L. Marcojohn

NANCY L. MARCOJOHN
Notary Public, State of New York
No. 4988931
Qualified in Dutchess & Ulster Counties
Commission Expires Nov 18, 19-2005