

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In The Matter of The Interest Arbitration Between

THE POLICE BENEVOLENT ASSOCIATION OF
WAPPINGERS FALLS

AND

THE VILLAGE OF WAPPINGERS FALLS

PERB Case No. IA2005-035; M2005-162

FINAL AND BINDING
OPINION AND AWARD
OF TRIPARTITE
ARBITRATION PANEL

The Public Arbitration Panel members are:

Peter A. Prosper
Public Panel Member and Chairperson
P. O. Box 5436
Clifton Park, New York 12065

Anthony V. Solfaro, President
Employee Panel Member
New York State Union of Police Associations, Inc.
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Bryan J. Goldberger, Esq.
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APPEARANCES:

For the New York State Union of Police Associations, Inc., on
behalf of its affiliate The Police Benevolent Association of Wappingers Falls

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For the Village of Wappingers Falls

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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 (PERB), issued the Designation of Public Interest Arbitration Panel (Panel) on February 7, 2006, for the purpose of making a just and reasonable determination on the matters in dispute between the Village of Wappingers Falls ("Village") and the Police Benevolent Association of Wappingers Falls ("PBA"). The prior Collective Bargaining Agreement between the parties covered the period from June 1, 2001 through May 31, 2004. Although the Agreement expired, it remains in full force and effect pending this Award.

The Village is located in Dutchess County, New York and covers approximately 1.2 square miles. The population of the Village as of 2000 was 4,929 in 1,980 households.

The PBA represents approximately twenty-two part- and full-time police officers. The police department also has approximately thirteen part and full-time police assistants (Dispatchers), who are represented by the CSEA. The Village employs a part-time Commissioner of Police.

In addition to the employees in the Police Department, the Village employs approximately twenty-four other employees. Those employees are in blue collar titles working in the highway, water and sewer departments, as well as white collar in clerical and administrative titles represented by the CSEA. Several other employees are not represented by any Union.

The parties commenced negotiations for a successor agreement in 2003, but were unable to reach a negotiated settlement. After mediation was unsuccessful, the PBA filed for Compulsory Interest Arbitration on November 22, 2005. The Village filed its response on December 7, 2005. A hearing was held in Wappingers Falls, New York on December 12, 2006,

at which time both parties were provided ample opportunity to introduce evidence, present testimony, summon witnesses, examine and cross-examine witnesses, and otherwise support their respective positions on the outstanding issues before the Panel. The hearing had a transcribed record and was the official record of proceeding. The parties filed post hearing briefs which were received in a timely manner on or about February 9, 2007.

All issues which have attendant support submitted by each party were carefully considered by the Panel in its deliberations in making a just and reasonable determination in this matter. The Panel met in executive session on June 26, 2007, and deliberated on each of the outstanding issues; carefully, and fully considered 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 this OPINION AND AWARD (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 Award were also carefully considered by the Panel, but are remanded back to the parties, 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 Panel considered the impact of each item upon the whole, and made its Award concerning the combination of items that would provide a just and reasonable determination for the parties.

In arriving at the determination and Award contained herein, the 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 ISSUES

The following Issues were submitted by the PBA for determination:

PREAMBLE:

Insert "PBA" where "Association" appears.

ARTICLE I-RECOGNITION:

B. Amend to read as follows:

The Village agrees to deduct membership dues and assessments from the employee's payroll check as determined by the PBA. The dues and assessments shall occur no later than the first (1st) week of employment or until the affected employee subsequently revokes the authorization, in writing, to both the Village Treasurer and PBA President. The Village shall remit such deductions to the PBA, together with a list of employees and the amount(s) so deducted from each of them no later than five (5) calendar days after the deductions are made. The Village shall also deduct any and all arrearages from each employee who did not work in any previous pay period to date.

C. Add the following:

The Village shall also deduct any and all arrearages from each employee who did not work in any previous pay period to date.

ARTICLE 2 - SALARY AND LONGEVITY:

B. Increase the full-time Base Wage 4.0% each June 1st of the Agreement as follows:

Part-time and hourly employees shall be paid an hourly rate as set forth below, effective on the dates indicated:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/04</u>	<u>6/1/05</u>
1	Start through Year 2	\$15.50/hr (+\$.48)	\$16.00/hr(+\$.50)
2	Start Year 3 through Year 4*	\$16.401hr (+\$.48)	\$16.80/hr (+\$.50)
3	Start Year 5 through Year 6*	\$18.10/hr (+\$.54)	\$18.601hr (+\$.55)
4	Start Year 7 and above*	\$19.10/hr (+\$.88)	\$19.80/hr (+\$.80)

* The above denotes a compression in the Years of Service.

E. Amend schedule to read as follows (full-time Longevity schedule):

	(+ \$25.00)	(+50.00)
<u>Years of Service</u>	<u>6/1/04</u>	<u>6/1/05</u>
Starting 6 th - 10 th	\$ 675.00	\$ 725.00
Starting 11 th - 15 th	\$1,175.00	\$1,225.00
Starting 16 th and above	\$1,675.00	\$1,725.00

ARTICLE 3 - OVERTIME:

A. Delete "full time" and insert "all".

ARTICLE 4 - PERMANENT, ACTING OR TEMPORARY TITLES:

(A) Insert "three thousand dollars (\$3,000.00)" where "two thousand five hundred dollars (\$2,500.00)" appears (Sergeants' differential).

Insert "four thousand dollars (\$4,000.00)" where "three thousand five hundred dollars (3,500.00)" appears (Lieutenants' differential).

(B) Amend amounts as follows (Detective differential for part-time police officers):

	(+\$.55)	(+\$.55)
	<u>6/1/04</u>	<u>6/1/05</u>
	\$1.50/hr.	\$2.05/hr.

ARTICLE 5 - PAID HOLIDAYS:

A. Amend to read as follows:

Full-time employees shall be entitled to fourteen (14) paid holidays, whether worked or not.

D. Amend the list to read as follows:

- | | |
|---------------------------------------|----------------------------|
| 1. New Year's Eve (New) | 8. Columbus Day |
| 2. New Year's Day | 9. Veterans' Day |
| 3. Martin Luther King, Jr.'s Birthday | *10. Election Day (New) |
| 4. Presidents' Day | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Day After Thanksgiving |
| 6. Independence Day | 13. Christmas Eve (New) |
| 7. Labor Day | 14. Christmas Day |

* NOTE: Election Day paid only in Presidential election year.

G. Amend to read as follows:

A part-time employee who works on the following holidays, or any part thereof, shall be paid overtime at their applicable hour rate as follows:

- | | |
|--|----------------------------------|
| 1. New Year's Eve (2.5X) | 8. Columbus Day (1.5X) |
| 2. New Year's Day (2.5X) | 9. Veterans' Day (1.5X) |
| 3. Martin Luther King, Jr.'s Birthday (1.5X) | *10. Election Day (1.5X) (New) |
| 4. Presidents' Day (1.5X) | 11. Thanksgiving Day (2.5X) |
| 5. Memorial Day (2.5X) | 12. Day After Thanksgiving (1.5) |
| 6. Independence Day (2.5X) | 13. Christmas Eve (2.5X) |
| 7. Labor Day (2.5X) | 14. Christmas Day (2.5X) |

* NOTE: Election Day paid only in Presidential election year.

ARTICLE 6 - UNIFORM ALLOWANCE:

A. Amend amounts as follows: (full-time employees)

(+\$25.00)	(+\$25.00)
<u>6/1/04</u>	<u>6/1/05</u>
\$725.00	\$750.00

B. Amend the amounts as follows: (part-time employees)

(+\$25.00)	(+\$25.00)
<u>6/1/04</u>	<u>6/1/05</u>
\$500.00	\$525.00

ARTICLE 8 - SICK LEAVE:

C. Amend to read as follows:

Full-time employees shall be entitled to unlimited sick leave accumulation.

H. Amend to 2nd sentence to read as follows:

Upon retirement, a full-time employee shall be entitled to receive fifty dollars (\$50.00) for each day of accumulated sick leave.

ARTICLE 10 - HEALTH INSURANCE:

A. Amend to read as follows:

The Village shall pay one hundred percent (100%) of the premium and provide all full-time employees and eligible dependent(s) health insurance in the New York State Insurance Plan - Core Plus Medical and Psychiatric Enhancements (Empire Plan). Upon retirement, the Village shall pay one hundred percent (100%) and provide the retired employee and eligible dependent(s) the health insurance plan provided to active employees. The Village may elect another health insurance plan, provided such plan is substantially equal to the Empire Plan set forth herein. Before the Village effectuates such a change, it shall submit the anticipated plan or plans to the PBA with a minimum of ninety (90) calendar days written notice who shall determine if the proposed plan(s) are substantially equal to the Empire Plan as set forth herein. In the event a dispute arises that the Plan change is not substantially equal to the Empire Plan set forth herein, the matter shall be submitted directly to arbitration as set forth in Article 16 - Disputes. The Village

may not substitute a new health insurance plan prior to any such arbitration award.

ARTICLE 17 - DISCIPLINARY PROCEDURE:

Delete existing language and insert the following:

Command Discipline - Informal Stage

In the event the Village determines that a formal procedure is not required due to the relatively minor infraction(s) of the written and/or accepted standards of conduct or performance, and/or police departments adopted Rules and Regulations, the affected employee(s) shall be afforded the opportunity to resolve the matter, with representation, through a written Stipulation of Settlement, setting forth the terms agreed upon between the parties.

The Village shall initiate Command Discipline by advising the employee(s) of the minor infraction(s) of the written and/or accepted standards of conduct or performance, and/or police departments adopted Rules and Regulations and the proposed penalty. In the event the employee(s) does not agree with the proposed penalty, or in the event a settlement cannot be agreed upon, or rejects Command Discipline, the Village may then file written charge(s) against the employee(s) as prescribed herein.

The maximum penalty that may be imposed at this level is as follows:

1. a written reprimand to be placed in the employee's personnel file, which shall not exceed six (6) months; and/or
2. a reduction in vacation accruals for the full time employee which shall not exceed three (3) work days.
3. removal from the work schedule of the part time employee which shall not exceed two (2) work days.

Procedure Rights - Formal Stage

In the event the Village determines that a written charge(s) is required, the Disciplinary Procedure prescribed herein shall be available to all employees. In the event the Village seeks to impose a written reprimand, suspension without pay for up to thirty (30) calendar days, or a fine not to exceed one hundred (\$100.00) dollars, the Disciplinary Procedure shall be Section 75 and/or 76 of the Civil Service Law. In the event the Village seeks to impose a suspension of over thirty (30) calendar days, reduction in grade (demotion), or dismissal from service

(termination), the employee shall have the right to choose either Section 75 and/or 76 of the Civil Service Law, or arbitration as described herein, but not both alternative procedures to grieve such disciplinary action. All other provisions of Civil Service Law Sections 75 and 76 shall continue in full force and effect unless modified herein.

Notice of Discipline - Formal Stage

In the event the Village sees fit to impose a written reprimand, suspension without pay, a fine, reduction in grade or dismissal from service, notice of such disciplinary decision shall be made in writing and served upon the employee. The disciplinary measure shall be imposed only for incompetence or misconduct. The specific act(s) that warrants disciplinary action and the proposed sanction(s) shall be specifically contained in the Notice of Discipline.

The PBA President shall be provided a copy of the Notice of Discipline at the same time as the affected employee(s).

The Notice of Discipline shall be accompanied by a written statement that:

An employee served with a Notice of Discipline has the right to object by filing a response within fifteen (15) calendar days by exercising his/her rights as set forth above, which shall be fully set forth in the Notice of Discipline served on the employee.

Procedure Selection - Formal Stage

In the event the employee does object, then he/she shall file a written notice of their choice of procedure, subject to the provisions stated above with the Village and PBA President no later than fifteen (15) calendar days after receiving the Notice of Discipline.

The alternative disciplinary procedure to Section 75 and/or 76 provides for a hearing by an independent arbitrator at its final stage.

The employee has the right to be represented by the PBA, an attorney, or other representative of their choice, at every stage of the proceeding.

Suspension

In no event however, shall an employee who has been served with a Notice of Discipline be suspended without pay for a period not to exceed thirty (30) calendar days.

Grieving a Notice of Discipline

An employee may grieve a Notice of Discipline at Step 3 as prescribed in Article 16 - Disputes hereof, by requesting a meeting with the Mayor, no later than fifteen (15) calendar days after receiving the Notice of Discipline. The meeting, at which the employee and/or representative(s) may attend, shall be conducted at a mutually agreed upon date and time to all parties, but in no event more than fifteen (15) calendar days after the date for the meeting was requested. The Mayor shall render a written decision after such meeting as prescribed at Step 3.

Filing for Arbitration

An employee may appeal the Mayor's decision to independent arbitration by filing for arbitration no later than fifteen (15) calendar days after receipt of the Mayor's decision.

The independent arbitrator shall be selected in accordance with the procedures set forth in Article 16 - Disputes.

The independent arbitrator shall hold a hearing at a mutually agreed upon date(s) and time(s) to all parties' representatives. The affected employee may be represented at the arbitration by the individual(s) of his/her choosing and shall be entitled to present witnesses on his/her behalf. The arbitrator shall render a written decision no later than thirty (30) calendar days after the hearing has been declared closed.

The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination. The arbitrator's decision with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties and he/she may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension, if any.

Settlement

The disciplinary may be settled at any stage of the proceeding. The terms of the settlement agreed to shall be reduced to writing and signed by the appropriate parties.

Fees and Expenses

All fees and expenses of the arbitrator, if any, shall be divided equally between the Village and the PBA, or the employee, if the employee is not represented by the PBA. In the event demotion or termination is sought by the Village, the hearing shall have a transcribed record provided at no cost to the employee or PBA. Each party shall bear the cost of preparing and presenting its own case.

PROPOSED NEW ARTICLE - GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE:

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any Police Officer of the Police Department of the Village of Wappingers Falls:

"who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness."

The following procedures shall regulate the application and benefit award process for 207-c benefits.

Section 2. Definitions

- a) Village:** The Village of Wappingers Falls
- b) Chief:** The Chief of Police or Police Commissioner of the Village of Wappingers Falls.
- c) Claimant:** Any Police Officer of the Village of Wappingers Falls who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties.
- d) Claims Manager:** The individual designated by the Village who is charged with the responsibility of administering the procedures herein.

e) Section 207-c Benefits:

Payment of regular salary or wages and medical treatment and hospital care mandated under Section 207-c. In addition to receiving his/her regular salary, including longevity, or wages (see Article 13 (C) for part-time computation of wages) and payment of medical treatment and hospital care, a full-time employee receiving Section 207-c benefits shall be entitled to health insurance and dental coverage in the same manner in which the employee was receiving health insurance when working. A full-time employee receiving Section 207 -c benefits shall continue to accrue or be credited with their respective cleaning or purchasing of work clothing and all paid leaves, such as, but not limited to sick, vacation, holiday and personal leave as set forth in the collective bargaining agreement for a period of six (6) months in each year. Thereafter, that full-time employee shall receive his/her Base Wage, Longevity, health insurance and dental coverage until their return to work (full or light duty). Upon return to work (full or light duty), that employee shall continue to accrue or be credited with their respective cleaning or purchasing of work clothing and all paid leaves as set forth in the collective bargaining agreement, to be pro-rated based upon the remaining portion of that year.

Section 3. Application for Benefits

1. (a) Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file an application for benefits with the Claims Manager within ten (10) calendar days after the incident giving rise to the injury or sickness or within ten (10) calendar days after the Claimant should have become aware of the injury or illness. Upon good cause shown, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary application within the required ten (10) calendar days.
- (b) The Claimant shall be permitted to file documentation to supplement the original application for benefits under the following circumstances:
 - (I) after filing the application, but before the determination of the Claims Manager; and
 - (ii) as set forth in Section 11 of this procedure.
- (c) All applications for Section 207-c benefits shall be in writing, using the attached application for benefits, which shall include the following:
 - (I) the time, date and place where the injury or illness producing incident occurred;

- (ii) a detailed statement of the particulars of the incident;
- (iii) the nature and extent of the Claimant's injury or illness;
- (iv) the Claimant's mailing address;
- (v) the names of any potential witnesses; and
- (vi) the name and address of all of the Claimant's treating physicians.

(d) A copy of the Department line of duty incident report shall be attached to the application.

2. A Department incident report and application for Section 207-c benefits may be filed by either the Claimant or by some other person authorized on behalf of the Claimant where the Claimant's injury or illness prevents him/her from filing the Department line of duty incident report or Section 207 -c benefits application for benefits.

Section 4. Authority and Duties of Claims Manager

1. The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207 -c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.
2. The Claims Manager's authority shall include, but not be limited to, the following:
 - (a) employ experts and specialists to assist in the rendering of the determination of eligibility;
 - (b) require the production of any book, document or other record that pertains to the application, injury, or illness;
 - (c) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;
 - (d) require the Claimant to sign forms for the release of medical information that bears upon the application;
 - (e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and

(f) do all that is necessary or reasonable in the processing of said application.

3. A Claimant must cooperate with the Village and provide all necessary information, reports and documentation.
4. A determination of initial eligibility by the Claims Manager shall be made within a reasonable time, based upon the investigation, without holding a hearing.

The Claims Manager shall mail a written copy of his/her decision to the Claimant and the Chief within ten (10) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

A written request for a hearing to appeal from an initial determination of the Claims Manager must be filed with the Claims Manager within fourteen (14) calendar days after mailing of the determination to Claimant. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

Section 5. Time Off Pending Initial Determination

1. Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application, shall be charged to the Claimant's sick leave time. In the event there is insufficient sick leave time and/or it becomes exhausted, the Claimant shall use paid leave in the following order:

- (a) Personal Leave
- (b) Compensatory Time
- (c) Holiday Time
- (d) Vacation

If the Claimant is granted Section 207-c benefits, the leave time used will be credited back to Claimant. In the event the Claimant has exhausted all of his/her available paid leave accruals above, the Claims Manager, in his/her sole discretion, may authorize the payment of Claimant's benefits throughout the period which the application is being processed, if it appears probable that the Claimant will be eligible for such benefits and the Claims Manager so determines.

Section 6. Medical Examinations and Treatment

1. After the filing of an application, the Claims Manager may require a Claimant/Recipient to submit to such medical examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determination of eligibility, to determine if the Claimant/Recipient is able to perform his/her regular duties or light duty assignments as set forth in Section 7 of this procedure, and/or examinations required to process an application for ordinary and accidental disability retirement. The Claims Manager may also require a

Claimant/Recipient to submit to medical treatment. Such treatment may include, but is not limited to, medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c recipient who refuses to accept such examination(s) and/or medical treatment shall be deemed to have waived his/her rights under Section 207-c after such refusal. The Claims Manager shall provide written notice to the Claimant/Recipient that his/her benefits are being terminated pursuant to Section 10 of this procedure, on the basis of the refusal. A Claimant/Recipient contesting the termination must make written request for a hearing to appeal to the Claims Manager within fourteen (14) calendar days after mailing of the termination notice, and the Claims Manager shall arrange for a hearing pursuant to Section 11 of this procedure. The Claimant/Recipient shall cooperate in scheduling of the examination(s) and treatment, providing medical records relating to the injury or illness to the Village's examiner, and in answering questions placed by the health care provider relating to the injury or illness.

2. **Medical Reports.** All physicians, specialists and consultants treating a Claimant/Recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant/Recipient shall execute all necessary releases and shall be responsible for the filing of said reports. The Claimant/Recipient shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein and Worker's Compensation.

3. **Payment for Medical and Related Services.** A Claimant approved to receive Section 207 -c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. Unless in an emergency, notice shall be made prior to the incurring of the expense.

4. Any claim for surgical operations or physiotherapeutic procedures (i.e., chiropractic care or physical therapy) must be pre-approved by the Claims Manager, unless it was required in an emergency. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.

5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based. The Village reserves the right to arrange for alternate methods for the Claimant to receive prescriptions, applications and supplies (For example: prescription . drug card).

Section 7. Light Duty Assignments

1. Any recipient may be examined by a physician chosen by the Claims Manager to determine the recipient's ability to perform specified light duty. Any recipient deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief, in his/her sole discretion, to perform such light duty.

2. A recipient who disagrees with the order to report for light duty and has conflicting medical documentation that he/she is unable to undertake light duty shall submit the medical documentation to the Claims Manager within fourteen (14) calendar days of mailing of the order to report for light duty. The Claims Manager shall review said medical documentation and within ten (10) calendar days of its receipt shall issue to the Chief and recipient a decision as to whether the order to return to light duty should be confirmed, modified or withdrawn. If the recipient is dissatisfied with the decision, he/she may request, in writing, a hearing to appeal from the decision within fourteen (14) calendar days after mailing of the decision. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

3. Payment of full Section 207-c benefits shall be continued with respect to a recipient who 'submits conflicting medical documentation with the order to report to light duty, until it is determined whether the recipient is capable of performing the light duty. Where a determination has been made by the Mayor that the recipient can report to and perform light duty, and that individual fails or refuses to perform light duty that recipient's Section 207-c status shall be discontinued.

Section 8. Changes in Condition of Recipient

1. Every Section 207-c recipient shall be required to notify the Claims Manager of any change in his/her condition which may enable the recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

Section 9. Right of Perpetual Review and Examination

1. The Claims Manager shall have the right to review the eligibility of every Section 207-c recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

(a) requiring recipient to undergo medical examination(s) and treatment by physician(s) or medical provider(s) chosen by the Claims Manager;

(b) requiring recipient to apprise the Claims Manager as to his/her current condition; and

(c) requiring recipients or any other involved parties to provide any documentation, books or records that bear on the recipient's case.

Section 10. Termination of Benefits

1. If, for any lawful reason, including, but not limited to, all those reasons specified in these procedures, the Claims Manager determines that a recipient is no longer or was never eligible for benefits, the Claims Manager shall notify the recipient in writing of the termination and reason for the termination. Notice of such termination and the reasons therefore shall be served by mail upon the recipient and the Chief. If the recipient requests a hearing pursuant to Section 11 of this procedure with respect to the recipient's eligibility, the recipient shall continue to receive Section 207 -c benefits.

Section 11. Hearing Procedures

1. Hearings requested under the provisions of this procedure shall be conducted by a neutral "Hearing Officer. The following individuals shall serve as Hearing Officers:

a)

b) **INSERT MUTUALLY AGREED UPON NAMES HERE.**

c)

d)

The above named Hearing Officers shall be used on a rotational basis. The hearing shall be conducted within sixty (60) calendar days of the request. In the event the Hearing Officer next on the rotation cannot conduct the hearing, the rotation of the list shall continue until a Hearing Officer is reached who can comply with this time limit. In the event none of the Hearing Officers are

available within sixty (60) calendar days, the parties agree that the Hearing Officer who has the most available date will be assigned.

The review of the Hearing Officer shall be limited to the record before the Claims Manager in making the determination under review. No new evidence, in medical reports or otherwise shall be allowed to be presented by either party, except that testimony of the person(s) whose reports were reviewed by the Claims Manager shall be permitted.

After requesting a hearing, the Claimant/Recipient shall be permitted to submit additional information to the Claims Manager as long as said submission is made no later than thirty (30) calendar days prior to the date of the scheduled hearing. The Claims Manager shall review the documentation and inform the Claimant/Recipient in writing within seven (7) calendar days of the submission, as to whether the determination that is the subject of the hearing will be modified. So long as the Claimant/Recipient meets the time requirements in this provision, should the Claims Manager's determination remain unchanged, the record before the Hearing Officer may include the additional submission of Claimant/Recipient.

The scope of review of the Hearing Officer shall be whether the Claims Manager had a reasonable basis for his/her determination.

The Claimant may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. The hearing shall have a transcribed record, which shall be the official record of the proceeding. The Village shall provide a copy to the Claimant/Recipient or his/her designated representative and Hearing Officer upon receipt. The Hearing Officer shall render and submit to the Mayor, with a copy to the Claimant/Recipient's representative, written Findings and Recommendations within thirty (30) calendar days after the close of the hearing. The Mayor shall provide his/her written determination within ten (10) calendar days after receipt of the Findings and Recommendations. Any such determination of the Mayor shall be reviewable pursuant to the provisions of Article 78 of the Civil Practice Law and Rules. The fees and expenses of the hearing, including transcript costs and fees of the Hearing Officer, shall be paid as follows:

(I) the Village shall pay all fees and expenses for the first (1 st) day, or any part thereof.

(ii) thereafter, the transcribed cost and fees of the Hearing Officer shall be paid equally by the parties.

Section 12. Coordination with Worker's Compensation Benefits

1. Upon payment of Section 207 -c benefits, any wage or salary benefits awarded by the Worker's Compensation Board shall be payable to the Village for

periods during which a Claimant received Section 207 -c benefits. If the Claimant shall have received any Worker's Compensation benefits hereunder which were required to be paid to the Village, the Claimant, shall repay such benefits received to the Village, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of Section 207-c benefits, any continuing Worker's Compensation benefits shall be payable to the Claimant. The parties shall not be bound by a determination of the Worker's Compensation Board.

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

1. Payment of Section 207-c benefits shall be discontinued with respect to any Claimant who is granted a disability retirement pension as provided by law.

Section 14. Miscellaneous

1. It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce, add or enlarge the benefits or rights contained in the statute or any amendments made thereto, unless so specified. The intent is to read this procedure in conformity with General Municipal Law Section 207 -c.
2. The only issues applicable to a Hearing Officer are determinations of initial eligibility, order(s) to return to light duty based on conflicting medical documentation or termination of -Section 207-c benefits.
3. After returning to full duty from a Section 207-c injury or illness, a claim for benefits based on a recurrence of the injury or illness shall be treated as a new application for Section 207-c benefits.

The following Issues were submitted by the Village for determination:

The Village proposes to increase the health insurance co-pay to \$20.00 and a General Municipal Law Section 207-c procedure as described below. It proposed that all the other terms and conditions of employment in effect as of May 31, 2004 continue without change.

GML 207-c Municipal Disability Benefit Procedure

In order to ensure that determinations arising by virtue of the administration of provisions of Section 207-c of the General Municipal Law (hereinafter "GML 207-c" or "Section 207-c") satisfy the interests of those eligible for benefits as the Village of Wappingers Falls, the following exclusive procedure shall be utilized to make or review any benefit determinations, review or light duty assignments. The Mayor shall convey all Section 207-c determinations.

A. Decision making. The Village of Wappingers Falls shall also have the exclusive authority to make determinations regarding Section 207-c benefit approvals, benefit denials, review of benefit determinations, and light duty assignments.

B. Notice of Disability or hospital treatment. A police officer who alleges to be injured in the performance of duty or who alleges to be taken sick as a result of the performance of duty and who seeks any benefit afforded by Section 207-c shall notify his or her superior immediately of either 1) an accident causing an injury or sickness so as to prevent the performance of duty or 2) an accident causing an injury or sickness which gives rise to a need for medical or hospital care; provided however, that a police officer taken sick allegedly as the result of the performance of duty shall provide such notice as soon as he or she concludes that the sickness is so caused, but in no event later than two (2) days from the time such sickness should have been discovered to have been an alleged result of the performance of duty.

In the event of an officer's inability to do so, such notice may be made by another acting on behalf of the police officer. The notice shall describe the nature of the injury or sickness. To aid in the administration of this provision, the Village of Wappingers Falls may utilize an application form which shall be completed and affirmed by the police officer seeking benefits or, in the event of an inability to do so, by another acting on his or her behalf.

Such form shall be filed with the Mayor or his or her designee by a police officer or his or her representative, but no later than five (5) days after the incident or conclusion described above. The failure to satisfy the time limits specified above shall render a notice of filing untimely and shall preclude an award of any benefits pursuant to section 207-c; provided, however, that the Village of Wappingers Falls shall have the discretionary authority to excuse a failure to provide notice or file a report upon good cause shown.

C. Status pending determination of eligibility for benefits. In the event a police officer asserts an inability to perform duties, he or she may request a sick leave or other appropriate accrued leave, consistent with the labor agreement. Upon a determination by the Village of Wappingers Falls that a police officer who has been unable to work is eligible for payment of the full amount of regular salary or wages pursuant to the provisions of Section 207 - c, all sick leave or other paid leave which officer seeking the benefits of Section 207-c who, in the judgment of the Village of Wappingers Falls has a temporary injury or sickness, may be examined by a physician selected by the Village of Wappingers Falls to verify the existence of an injury or sickness.

A police officer who is granted benefits under Section 207-c shall surrender his or her badge, uniform and any weapons issued by the Village of Wappingers Falls for the duration of any absence from work. A non-working police officer receiving benefits under Section 207-c shall not exercise his or her authority as a police officer without obtaining prior approval from a superior officer in the Department.

D. Benefit determination. An application for the benefits of Section 207-c shall be processed as follows:

An individual seeking benefits under 207-c must demonstrate by substantial evidence his or her entitlement to them. The Village of Wappingers Falls shall promptly review an application timely made and any other pertinent documents or any other evidence available and, and if a determination is made that the injury occurred in the performance of duty, shall direct payment of the full amount of regular salary or wages and shall ensure municipal responsibility for the reasonable and customary cost of treatment and hospital care associated with injury or illness. A written notice of such determination by the Village of Wappingers Falls shall be provided to the police officer. The payment of regular salary or wages and medical expenses may be discontinued as provided by Section 207-c.

In the event a question arises as to eligibility for benefits or their continuation once awarded, the following procedure shall apply: The Village of Wappingers Falls shall promptly inquire into the applicable facts and may require the claimant to submit to one or more medical examinations as may be reasonable necessary to determine the existence of a disability and its extent. To resolve a question of initial or continued eligibility for benefits, the Village of Wappingers Falls shall make a decision on the basis of any medical evaluations and information available or otherwise provided by the claimant. A claimant may produce any document, sworn statement, or other record relating to the injury or sickness. The Village of Wappingers Falls shall have the authority to employ medical specialists and other appropriate individuals; may at reasonable times and on reasonable notice require the attendance of the claimant or any witness to an incident to secure information; may require the applicant to sign a release for information pertaining to his or her prior medical history relating to the injury or illness or ability to perform duties; and may undertake any other reasonable act necessary for making a determination pursuant to this procedure. The Village of Wappingers Falls shall make a determination as to initial or continued eligibility for benefits based upon evidence collected or obtained. A claimant shall be notified in writing of any determination made by the Village of Wappingers Falls. The basis for the determination shall be specified. Upon request of a claimant or his or her

representative, a copy of any evidentiary document used by the Village of Wappingers Falls to determine eligibility of benefits shall be made available to the claimant. In the event a claimant is adversely affected by a determination, he or she may request a hearing according to the procedure set forth below in paragraph F.

E. Assignment of light duty. The Village of Wappingers Falls may assign a disabled individual specified light duties, consistent with his or her physical or mental condition. In the event of such an assignment, the individual shall receive a regular salary or wages and any increases thereof and fringe benefits which would have been received had regular duties been performed. In seeking to place an individual on a light duty assignment, the Village of Wappingers Falls shall advise a disabled police officer receiving benefits under section 207-c that his or her ability to perform a light duty assignment is being reviewed. That individual may submit to the Village of Wappingers Falls any documents or other evidence in regard to the extent of his or her injury or sickness. The Village of Wappingers Falls may cause a medical examination of the individual to be made at the expense of the municipality. The physician selected shall be provided with a list of the types of duties and activities associated with a proposed light duty assignment and shall make an evaluation as to the ability of the police officer to perform certain duties or activities, given the nature and extent of the injury or sickness. Upon review of the medical assessment of the police officer's ability to perform a light duty assignment, the Village of Wappingers Falls may make a light duty assignment.

F. Appeal of adverse final determination. Should a police officer disagree with any determination of the Village of Wappingers Falls regarding a proposed light duty assignment or denial or termination of benefits, determination, he or she within five (5) days of the mailing of the determination shall present a written request to the mayor or his or her designee for a hearing, specifying any exceptions to the determination. At least ten (10) days after the date of the request, a hearing shall be held by the Village of Wappingers Falls by a designated hearing officer who shall afford the police officer due process rights, including adequate notice of the hearing; a right to present evidence; a right to call and cross examine witnesses, as the case may be; a right to counsel; and a record of evidence presented at the hearing. Should a benefit be sought, the burden of proof in regard to the subject of the hearing shall be upon the police officer who has initiated the hearing. Should a proposed light duty assignment or a proposed termination of benefits be challenged, the burden of proof shall be upon the municipality. The person conducting the hearing shall have the authority to administer oaths; to regulate the course, time, and place of hearings' to fix the time for filing of briefs; and to sign and issue subpoenas requiring the attendance of and the giving of testimony by a witness or the production of any document or other evidence, consistent with the provisions of the Civil Practice law and Rules. The hearing officer shall make a recommendation to the Village of Wappingers Falls to resolve the matter or matters at issue. The Village of Wappingers Falls shall make a final decision which shall be in writing, a copy of which shall be provided to the police officer. Any final determination made pursuant to this subdivision shall be subject to review only as provided by Article 78 of the Civil Practice Law and Rules.

G. Review of continued eligibility for benefits. The Village of Wappingers Falls may review the continued eligibility of an individual to receive Section 207 -c benefits. Should a termination of benefits be proposed and should the police officer disagree, he or she shall object

by initiating a hearing according to the process set forth in paragraph F. of this procedure. Any such review shall occur after an assessment of the medical condition of an individual or other evidence raises a question whether a disability may have ceased or, whether a disability may have diminished so as to permit a light duty assignment, as the case may be. The burden of proof in such a hearing shall be on the municipality.

H. Miscellaneous. Any requirements adopted by the Village of Wappingers Falls pursuant to this procedure shall be reasonable and shall be limited solely to procedural issues. The judicial review of any such requirements or review of a claim of misinterpretation, misapplication, or violation of the provisions of Section 207-c may be had solely upon petition presented pursuant to Article 78 of the Civil Practice Law and Rules.

THE PARTIES' POSITIONS ON STATUTORY CRITERIA

WAGES PAID IN COMPARABLE JURISDICTIONS

Position of the PBA

The PBA contends that the comparable communities are those municipalities within Dutchess County, while affording the greatest emphasis to those municipalities that are in close physical proximity to the Village and have similar socio and economic experiences.

The PBA provided the following municipalities as comparable communities: The City of Beacon, The Town of East Fishkill, The Town of Fishkill, The Village of Fishkill, The Town of Hyde Park, The City of Poughkeepsie and the Town of Poughkeepsie.

The PBA asserts that because all of the proposed comparable communities are located within Dutchess County they necessarily share more than just the same geographical base, but economic and socio-economic conditions as well. All are subject to similar costs of home ownership, school and county taxes, and other general considerations that impact upon the propriety and sufficiency of a wage and benefit package that the PBA asserts the Village can afford. The PBA also asserts that its cited comparables are substantially similar in general make up of the population, population per square mile, number of sworn police officers, number of

reported and types of crimes, property values, shared taxing jurisdiction, population per police officer, housing costs, and are in the same County.

The PBA rejects the Village's suggested comparables, arguing that they include distant and remote Villages who do not compete in the same labor market, as well as having very different socio-economic and tax conditions.

Position of the Village

The Village maintains that only Villages are truly comparable communities because towns, counties and cities have different legal structures, statutory requirements and budget limitations. It suggests the following Villages as comparable to it: Ellenville, Goshen, Saugerties, Walden, and Washingtonville in Orange County, Rhinebeck, Red Hook, and Fishkill in Dutchess County. The Village contends that population, per capital income, tax levy and total value of property are similar between and among the foregoing communities.

The Village rejects the PBA's list of comparable communities because it contends that those communities are not even remotely comparable to the Village in terms of population, per capital income, tax levy and property value.

ABILITY TO PAY

Position of the PBA

The PBA witness in this area was economist Kevin Decker of Decker Economics (Decker), a qualified municipal financial expert who testified and provided a detailed report submitted into evidence, that the Village is in a strong financial condition with the ability to pay the wage and benefit package sought by the PBA.

The PBA avers that the Village did not dispute Decker's expert testimony that the Village had a substantial contingency account, a growing property tax base, over appropriating money in the budget (i.e., police and retirement system, personal services, etc.) and historically found the means necessary to pay for services and spending increases for other Village employee wage and benefit packages.

In his financial analysis, Decker states that he found that the full value property tax rates are lower in 2007 than they were in 1997 with an almost two percent average annual decrease. Second, sales tax revenues have increased from \$116,000 in 1997 to more than \$239,000 in 2005. Third, the Village has limited bonded indebtedness of only 6.1 percent of its constitutional debt limit, well below the outstanding debt of neighboring comparables used by the PBA. Fourth, the Village has engaged in an unusual pattern of underestimating expenses causing wide swings in the overall financial position of the Village. Decker testified that for each one percent increase in personal spending in the police department for those represented by the PBA, the cost would be \$6,100. Decker testified that the Village can readily afford to meet the PBA's demands without substantially impacting the budget.

Position of the Village

The Village states that the ability of the Village to provide salary increases must be balanced with the interests and welfare of the public in controlling costs and providing necessary public services. An unreasonable Award not only increases the tax burden, but also limits the other services this Village can provide to its residents.

The Village argues that over the last several years the Village has relied, in part, on increased sales tax revenue to help fund the increased costs of government. Sales tax revenues

have increased from \$138,350 in 2002-03 to \$226,224 in 2005-06. There was a slight reduction in sales tax revenues between 2004-05 and 2005-06 due to Dutchess County's decision to exempt from taxation clothing, footwear and items used to make and repair clothing and footwear effective April 1, 2006. The full effect of that decision will be felt for the first time during the 2006-07 fiscal year and the Village anticipates a substantial reduction in revenue from the sales tax it receives.

In addition, argues the Village, it has operated under "tight" budgets without any significant unappropriated reserve over the past several years. The Village has not been able to sustain any substantial reserve to pay for any unforeseen expenses. At the end of the 2004-05 fiscal year, the Village had a deficit of \$183,104. Its unappropriated fund balance as of the end of the 2005-06 fiscal year was only \$32,088.

THE INTEREST AND WELFARE OF THE PUBLIC

Position of the PBA

The PBA asserts that it is beyond dispute that the public is best served by having a professional, well-trained, well-educated police department staffed with qualified and experienced police officers. This happens only when the wages and benefits of those police officers are at a level that is not only sufficient to attract them to Village service, but sufficient to retain them for a career.

The Village is fortunate enough to be in a very sound financial condition, and the interest and welfare of the public compels an Award at a level which will entice persons to become and remain members of the Village's police department and one that will reflect the police officers'

relative status and position in the Village and the surrounding law-enforcement communities within Dutchess County.

The PBA argues that the interest and welfare of the public can only be advanced by the issuance of an Award which continues the process of moving the Village's Police Department forward rather than taking the steps backwards, which is what is proposed by the Village, based on its lack of submitting any wage and benefit improvements to the expired collective bargaining agreement by maintaining the status quo for two years.

Position of the Village

The Village relies on its statements as contained in the ability to pay section of this Award. It stated that any Award must weigh both the interests and welfare of the public and the financial ability of the municipality to pay for any increases in wages and benefits. An Award will have an impact on the Village's budget which in turn will have an impact on the tax burden of its residents.

PECULIARITIES OF THE POLICE PROFESSION

Position of the PBA

The PBA asserts that the police profession is not only unique but significantly different, and therefore no real comparison can be made with other trades or professions. The statute provides a significant difference in comparison because it affords compulsory interest arbitration to police officers. There is no other comparable other than police officer to police officer. The criterion as interpreted and applied over the years by interest arbitration panels looks inward and examines the peculiarities of the police profession itself. In that regard, the parties cannot and

do not dispute that appropriate weight must be given to the especially hazardous nature of a police officer's work and to the special qualifications, training and skills required of a police officer.

Position of the Village

The Village acknowledges that police officers hold a unique status as protectors of people and property. Their duties expose them to dangers not confronted by other Village employees. In view of these dangers, they must meet physical qualifications upon appointment and are encouraged to maintain their physical fitness during their employment. They also participate in more job training than other Village employees. In matters of hazards, physical qualifications and job training, there are no other Village employees like them. The increased salary and benefits they receive compared to other Village employees is in recognition of the unique services. However, like those employees represented by CSEA, they are not required to possess a college degree to be eligible for appointment. Like the Village's other employees, full-time police officers need only obtain a sufficient score on the civil service examination to be eligible for appointment. In matters of educational qualifications, they are similar to the Village's other employees.

THE TERMS OF COLLECTIVE AGREEMENTS NEGOTIATED BETWEEN THE PARTIES IN THE PAST

The Panel is required to consider the past bargaining history of the parties. The Panel has in evidence the parties Memorandum of Agreement (MOA) for the period of June 1, 1998 through May 31, 2001, and the collective bargaining agreement for the same period as derived from that MOA, the MOA for the period of June 1, 2001 through May 31, 2004, and the

collective bargaining agreement for the same period as derived from that MOA. These documents cover the last six years up to and including the expired Agreement. The Panel has examined and analyzed those agreements and the terms and conditions contained therein.

DISCUSSION AND ANALYSIS ON THE ISSUES

Preamble

The change to inserting "PBA" where "Association" appears, as well as anywhere else in the expired Agreement, correctly identifies the organization.

Based on the foregoing, the Panel Awards inserting "PBA" where "Association" appears.

CONCUR <u>X</u>	DISSENT _____	<u>Bryan Goldberger</u> BRYAN J. GOLDBERGER, ESQ.	<u>10/3/07</u> Date
CONCUR <u>X</u>	DISSENT _____	<u>Anthony V. Solfaro</u> ANTHONY V. SOLFARO	<u>9/27/07</u> Date

Duration of the Award

In accordance with the law, the Panel's maximum duration for an Award is two (2) years, covering the period June 1, 2004 through May 31, 2006.

Based on the foregoing, the Panel Award is for the period June 1, 2004 through May 31, 2006.

CONCUR <u>X</u>	DISSENT _____	<u>Bryan Goldberger</u> BRYAN J. GOLDBERGER, ESQ.	<u>10/3/07</u> Date
CONCUR <u>X</u>	DISSENT _____	<u>Anthony V. Solfaro</u> ANTHONY V. SOLFARO	<u>9/27/07</u> Date

FULL-TIME WAGES AND PART-TIME HOURLY RATES

In its deliberations, members of the Panel discussed the various items related to wages as a totality, rather than just wages themselves. Thus, consideration was given to Wages, Overtime, Longevity Payments, Uniform Allowance as a group of cost items. In summary, other cost items were also considered which included Sick Leave, and payment for Holidays. The results of the Panel's deliberations are articulated after full consideration of the arguments by both parties as set forth herein.

The PBA asserts that the overall compensation of full-time members of the PBA lags far behind that provided to officers serving in the comparable jurisdictions. It notes that the Wappingers Falls full-time police officer works a 260 day annual work schedule, many more scheduled days than other comparable full-time police officers. In addition, Village police officers earn less vacation, sick leave accumulation, payment for unused sick leave accumulation, as well as other leave time provisions than other police officers in comparable communities enjoy, which also includes the comparables cited by the Village.

With regard to part-time police officers, the proposal is to compress the years of service in order to not only attract, but compensate those already working to achieve a competitive hourly rate within a reasonable number of years of service. The hourly rate schedule proposed by ~~the Association~~ is intended to address this issue of mutual concern. A compressed hourly rate schedule will not result in part-time police officers earning more than their counterparts in other comparables, but in fact, Village part-time police officers will continue to lag behind their counterparts in the comparable communities cited.

The Village states that full-time police officers are entitled to a reasonable increase in salary. However, it claims its police officers currently earn a competitive wage. The Village

contends that the full-time police officers earns a little less than average for the first few years of service, then they earn about the average wage after three years of service. Thereafter, it asserts that its police officers earn substantially more than full-time police officers working in comparable communities cited by the Village. The Village also states that full-time police officers make substantially more than other full-time unionized employees employed by the Village. The Village did not amplify its position regarding part-time police officers.

Discussion

The parties differ on whether Village police officers are above or below average relative to police officers in other jurisdictions. The reason for the difference is that each party has chosen different jurisdictions for their “comparables.” When evaluating the arguments of the parties, the Panel took into consideration the arguments of both parties, as well as the overall impact of any ~~salary~~ adjustments on the Village’s budget.

In addition to examining the wages and hourly rates paid to full- and part-time police officers, respectively, the Panel also evaluated the effect of the PBA’s proposal for a compression to the existing part-time hourly rate schedule. At first glance it would appear to be costly, but at the executive sessions it was examined in great detail. and the Panel concluded that the cost of the compression was minimal and required. The Award considers the total cost to the Village of increases in wages and longevity for full- and part-time police officers, including a compression of the part-time hourly rate schedule, and the cost of all other financial items that are contained in this Award.

Based on the statutory criteria, analysis of all the testimony, data, exhibits and documentary evidence, post-hearing briefs submitted, the Panel makes the following Award:

The full-time police officer's Base Wage schedule shall be increased four (4.0%) percent June 1st of each year to reflect the following:

	<u>6/1/04</u>	<u>6/1/05</u>
Starting	\$33,152	\$34,478
Starting 2 nd Year	\$35,747	\$37,177
Starting 3 rd Year	\$38,683	\$40,230
Starting 4 th Year	\$42,863	\$44,578
Starting 5 th Year	\$46,334	\$48,187
Starting 6 th Year	\$52,349	\$54,443
Starting 7 th Year	\$58,365	\$60,700

CONCUR X DISSENT _____ Bryan Goldberger 10/3/07
 BRYAN J. GOLDBERGER, ESQ Date

CONCUR X DISSENT _____ Anthony V. Solfaro 9/27/07
 ANTHONY V. SOLFARO Date

The part-time police officer's hourly rate schedule shall be compressed and increased June 1st of each year to reflect the following:

<u>Step</u>	<u>Years of Service</u>	<u>6/1/04</u>	<u>6/1/05</u>
1	Start through Year 2	\$16.02/hr	\$17.02/hr
2	Start Year 3 through Year 4*	\$16.82/hr	\$17.82/hr
3	Start Year 5 through Year 6*	\$18.01/hr	\$19.01/hr
4	Start Year 7 and above*	\$19.22/hr	\$20.22/hr

* Denotes a compression.

CONCUR _____ DISSENT X ³⁴ Bryan Goldberger 10/3/07
BRYAN J. GOLDBERGER, ESQ. Date

CONCUR X DISSENT _____ Anthony V. Solfaro 9/27/07
ANTHONY V. SOLFARO Date

Full-time Longevity Schedule:

Years of Service	(+\$25.00) <u>6/1/04</u>	(N/C) <u>6/1/05</u>
Starting 6 th - 10 th	\$ 675.00	\$ 675.00
Starting 11 th - 15 th	\$1,175.00	\$1,175.00
Starting 16 th and above	\$1,675.00	\$1,675.00

CONCUR X DISSENT _____ Bryan Goldberger 10/3/07
BRYAN J. GOLDBERGER, ESQ. Date

CONCUR X DISSENT _____ Anthony V. Solfaro 9/27/07
ANTHONY V. SOLFARO Date

DETECTIVE DIFFERENTIAL (Part-time Police Officer):

Based on the statutory criteria, analysis of all the testimony, data, exhibits and documentary evidence, post-hearing briefs, the Panel makes the following Award:

	(+\$.30/hr)	(+\$.25/hr)	
	6/1/04	<u>6/1/05</u>	
	\$1.25/hr	\$1.50/hr	
CONCUR _____	DISSENT <u>X</u>	<u>Bryan Goldberger</u> BRYAN J. GOLDBERGER, ESQ.	<u>10/12/07</u> Date
CONCUR <u>X</u>	DISSENT _____	<u>Anthony V. Solfaro</u> ANTHONY V. SOLFARO	<u>9/27/07</u> Date

UNIFORM ALLOWANCE:

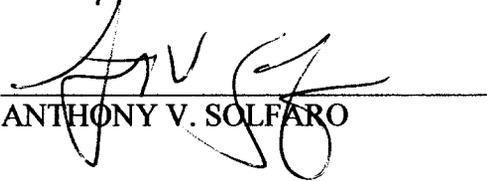
Based on the statutory criteria, analysis of all the testimony, data, exhibits and documentary evidence, post-hearing briefs, the Panel makes the following Award:

FULL-TIME POLICE OFFICER

	(+\$25.00)	(+\$25.00)	
	<u>6/1/04</u>	<u>6/1/05</u>	
	\$725.00	\$750.00	
CONCUR <u>X</u>	DISSENT _____	<u>Bryan Goldberger</u> BRYAN J. GOLDBERGER, ESQ.	<u>10/12/07</u> Date
CONCUR <u>X</u>	DISSENT _____	<u>Anthony V. Solfaro</u> ANTHONY V. SOLFARO	<u>9/27/07</u> Date

PART-TIME POLICE OFFICER

(+\$25.00)	(+\$25.00)
<u>6/1/04</u>	<u>6/1/05</u>
\$500.00	\$525.00

CONCUR <u>X</u>	DISSENT _____		<u>12/14/07</u>
		BRYAN J. GOLDBERGER, ESQ.	Date
CONCUR <u>X</u>	DISSENT _____		<u>9/27/07</u>
		ANTHONY V. SOLFARO	Date

HOLIDAYS

Currently, full-time police officers receive payment for eleven holidays, plus Election Day in a presidential election year, whether worked or not, and if off duty on a paid Holiday, receives straight time in compensatory time. A full-time employee who works on a holiday is paid at time and-a-half (1.5X) the employee's normal rate of pay, and in addition receives compensatory time off at straight time. Part-time employees are paid for the same number of Holidays, if worked, at the rate of time and one-half (1.5X) their regular hourly rate of pay for all hours worked.

Based on the statutory criteria, analysis of all the testimony, data, exhibits and documentary evidence, post-hearing briefs, the Panel makes the following Award:

Effective June 1, 2004, a part-time police officer who works on the following holidays shall receive payment at a rate of double time (2X) their hourly rate of pay for all hours worked: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. The remaining Holidays shall continue to be paid at the rate of time and one-half (1.5X) the part-time police officer's regularly hourly rate of pay for all hours worked, or any part thereof.

CONCUR _____ DISSENT X Bryan Goldberger 10/3/07
 BRYAN J. GOLDBERGER, ESQ. Date

CONCUR X DISSENT _____ Anthony V. Solfaro 9/27/07
 ANTHONY V. SOLFARO Date

Effective June 1, 2004, Election Day shall be included to the existing lists of Holidays and paid every year, not just only in Presidential election years, for both full and part-time police officers as set forth in the expired collective bargaining agreement.

CONCUR _____ DISSENT X Bryan Goldberger 10/3/07
 BRYAN J. GOLDBERGER, ESQ. Date

CONCUR X DISSENT _____ Anthony V. Solfaro 9/27/07
 ANTHONY V. SOLFARO Date

GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE

Both parties have submitted proposed Section 207-c procedures for determination by the Panel.- This matter is the subject of an Improper Practice Charge before PERB (Case No.: U-26450). The Panel cannot make an Award at this time pending final determination by PERB. The Panel shall retain jurisdiction to render an Award at a time when the matter is finally adjudicated by PERB.

CONCUR	<u>X</u>	DISSENT	_____	<u>Bryan Goldberger</u> BRYAN J. GOLDBERGER, ESQ.	<u>10/3/07</u> Date
CONCUR	<u>X</u>	DISSENT	_____	<u>Anthony V. Solfaro</u> ANTHONY V. SOLFARO	<u>9/27/07</u> Date

RETROACTIVITY AND IMPLEMENTATION OF THE AWARD

The Panel Awards retroactivity back to June 1, 2004 to any police officer who worked during the period of the expired collective bargaining agreement. The retroactivity shall be paid to each police officer no later than thirty (30) calendar days following the date of execution of this Award by the Panel Chairperson. Each individual shall be provided with a worksheet setting forth how the calculation(s) were made and what it represents.

The terms of this Award shall be implemented no later than one (1) fully pay period following the date of execution of this Award by the Panel chairperson.

CONCUR	_____	DISSENT	<u>X</u>	<u>Bryan Goldberger</u> BRYAN J. GOLDBERGER, ESQ.	<u>10/3/07</u> Date
CONCUR	<u>X</u>	DISSENT	_____	<u>Anthony V. Solfaro</u> ANTHONY V. SOLFARO	<u>9/27/07</u> Date

SUMMARY OF OTHER ISSUES

As stated herein, those issues presented by the parties that are not contained in this Award were also carefully considered by the Panel, but are remanded back to the parties and therefore no Award is made on those matters.

CONCUR X DISSENT _____ Bryan Goldberger 10/12/07
 BRYAN J. GOLDBERGER, ESQ. Date

CONCUR X DISSENT _____ Anthony V. Solfaro 9/27/07
 ANTHONY V. SOLFARO Date

AFFIRMATION

Pursuant to Article 75 of the Civil Practice Law and Rules, I hereby affirm that I executed the foregoing as and for my Award in this matter.

Peter A. Prosper
 Peter A. Prosper
 Public Panel Member and Chairman

Dated: 10/17/07

Pursuant to Article 75 of the Civil Practice Law and Rules, I hereby affirm that I executed the foregoing as and for my Award in this matter.

Anthony V. Solfaro
 Anthony V. Solfaro
 Employee Panel Member

Dated: 9/27/07

Pursuant to Article 75 of the Civil Practice Law and Rules, I hereby affirm that I executed the foregoing as and for my Award in this matter.



Bryan J. Goldberger, Esq.
Employer Panel Member

Dated: 10/12/07

AWARD AFFIRMATION

STATE OF NEW YORK)
COUNTY OF SARATOGA):ss

On this 17th day of oct, 2007 before me personally came PETER A. PROSPER to me personally known and known to me to the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same:



DIMPLE DHILLON
NO. 01DH6151015

Notary Public, State of New York
Qualified in Rensselaer County
My commission expires AUGUST 7th, 2010

STATE OF NEW YORK)
COUNTY OF ORANGE):ss

On this 21st day of September, 2007 before me personally came ANTHONY V. SOLfaro to me personally known and known to me to the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same:



NANCY L. MARCO JOHN
Notary Public, State of New York
No. 4988931

Qualified in Dutchess & Ulster Counties
Commission Expires Nov 18, 2009

STATE OF NEW YORK)
COUNTY OF ALBANY)ss:

On this 12th day of October, 2007 before me personally came BRYAN J. GOLDBERGER to me personally known and known to me to the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same:



BRIAN S. KREMER
Notary Public, State of New York
No. 4998294
Qualified in Albany County
Commission Expires June 27, 2010

2010