

**ORIGINAL**

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

**In the Matter of the Interest Arbitration**

-between-

**VILLAGE OF TARRYTOWN,**  
"Village / Respondent"

- and -

**TARRYTOWN POLICE BENEVOLENT ASSOCIATION, INC.,**  
"PBA / Petitioner"

:  
NYS PERB Case No.:  
IA2006-030; M2006-132  
:  
:  
:  
:  
:  
FINAL AND BINDING  
OPINION AND AWARD  
OF TRIPARTE  
ARBITRATION PANEL  
For the Period:  
6/1/06 – 5/31/08

**PANEL MEMBERS**

Panel Chairman ..... Roger E. Maher  
Employee Panel Member ..... Anthony V. Solfaro  
Employer Panel Member ... Ernest R. Stolzer, Esq.

**APPEARANCES**

**For the New York State Union of Police Associations, Inc., on behalf of its affiliate,  
The Tarrytown Police Benevolent Association, Inc.**  
Law Offices of John K. Grant, P.C.  
John K. Grant, Esq.

**For the Village of Tarrytown**  
Bond, Schoeneck & King, PLLC  
Christopher Kurtz, Esq.

## **BACKGROUND**

The Tarrytown Police Benevolent Association, Inc. (hereinafter “PBA”) and the Village of Tarrytown (hereinafter “Village”) are parties to a collective bargaining agreement (hereinafter “Agreement”) that covered the three (3) year period from June 1, 2003 through May 31, 2006 (Panel Exhibit 6B). When the parties could not reach a successor agreement, despite months of negotiations and mediation, the PBA filed a Petition for Compulsory Interest Arbitration dated November 9, 2006 (Panel Exhibit 2), pursuant to §209.4 of the Public Employees Fair Employment Act (hereinafter “CSL”, “Act” or “Taylor Law”). The Village filed its Response to Petition for Compulsory Interest Arbitration dated November 27, 2006 (Panel Exhibit 3). The New York State Public Employment Relations Board (hereinafter “PERB”) designation of the Public Interest Arbitration Panel occurred on January 30, 2007 (Panel Exhibit 1).

This proceeding was conducted pursuant to Civil Service Law §209.4(c) to resolve the impasse between the parties. The parties selected Roger E. Maher as the Public Panel Member and Chairperson, with the Village appointing Ernest R. Stolzer and the PBA appointing Anthony V. Solfaro, as their respective panel members (hereinafter “Panel”).

An improper practice charge was filed by the Village against the PBA (PERB Case No.: U-27234) regarding Demand No. 15 – Bill of Rights (Panel Exhibits 5, 5A and 5B). By Decision and Order dated December 14, 2007, the PERB Board directed that PBA Demand No. 15 – Bill of Rights, be withdrawn from consideration by the Panel. Based on the Decision and Order, the demand is not addressed in this Award.

The Panel conducted hearings on June 12, and July 12, 2007, at which time both parties were represented by counsel, 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 the proceeding. The parties filed post-hearing briefs which were received in a timely manner on or about October 3, 2007. When the Panel received these briefs and the PERB Board's Decision and Order on the Improper Practice Charge referred to above, it closed the record. Thereafter, the Panel convened in executive session on November 1, and November 21, 2007.

**DEMANDS OF THE PBA**

**HOUSEKEEPING** - Amend or delete dates contained in the collective bargaining agreement that are no longer needed.

1. **ARTICLE 2 – COMPENSATION** (pp. 2-5)

**B. BASE WAGE**

(1) Amend only the dates, amounts and schedules as follows:

<u>Step</u>	<u>(4.75%) 6/1/06</u>	<u>(4.75%) 6/1/07</u>
<u>Police Officer</u>		
6 - Recruit/Police Academy*	\$31,329	\$32,817
5 - Starting	\$41,485	\$43,456
4 - After 1 Year	\$58,288	\$61,057
3 - After 2 Years	\$65,611	\$68,728
2 - After 3 Years	\$72,923	\$76,387
1 - After 4 years	\$80,243	\$84,055
Detective **	\$88,267	\$92,466
Sergeant **	\$92,680	\$97,089
Detective Sergeant **	\$96,620	\$101,215

\* No change in language for Recruit/Police Academy pay as contained in the collective bargaining agreement

\*\* No change in language for differentials as contained in the collective bargaining agreement.

- Retroactivity shall be paid to all employees who worked during the expired Agreement.

- (3) Amend to read as follows:

The senior uniformed unit member, excluding the Youth Officer(s) and Detective(s), who is regularly scheduled to work, shall be paid the Sergeant's Base Wage for that entire tour of duty in the absence of regularly scheduled Sergeant.

In the event a unit member switches their regularly scheduled tour of duty, that unit member, regardless of their seniority, shall not cause the regularly scheduled senior uniformed unit member to lose Out of Title Pay.

- C. **LONGEVITY PAY** - Amend only the dates, amounts and schedule as follows:

SEE ATTACHED SCHEDULE "A"

- D. **OVERTIME**

(2) - Insert "Four (4)" where "three (3)" appears.

(5) - Delete last sentence in its entirety and amend schedule to read as follows:

	<u>6/1/06</u>
Detective	\$1,200.00 *
	\$.6165/hr.*
Detective Sergeant	\$2,200.00
	\$1.1302/hr.

\* No change in language as contained in the collective bargaining agreement

2. **ARTICLE 4 – HOLIDAYS** (pp.6-7)

- A. Delete "1<sup>st</sup> pay period of December" and insert "the last pay period in November".

3. **ARTICLE 5 – PERSONAL LEAVE** (pp.7-8)

- B. Amend the 4<sup>th</sup> paragraph to read as follows:

Each employee shall be entitled to carry over one (1) personal leave day not used or paid for by May 31<sup>st</sup> of each paid for year (i.e., police officer has 3 personal leave days on May 31<sup>st</sup>, paid for 2 and can carry 1 over).

- D. **ASSOCIATION BUSINESS** - Delete in its entirety (see PBA proposed New Article – Association Release Time # 13).

4. **ARTICLE 7 – MEDICAL INSURANCE and DENTAL PLAN** (pp. 8-9)

A. **Medical Insurance**

(3) Add the following:

The Village shall implement, at no cost to the employee(s), the Internal Revenue Service (IRS) Section 125 Cafeteria Plan for pre-taxed dollars relating to the contribution of health insurance as set forth herein, and any other areas permissible by the plan (i.e., child care costs, etc.)

C. Amend first paragraph to read as follows:

Any employee who wishes to not participate in the health insurance program will receive a cash payment in two equal payments (1<sup>st</sup> pay period in June and December), which shall be fifty percent (50%) of the individual or family coverage.

D. **Welfare Plan** - Amend only the schedule as follows:

	<u>Single</u>	<u>Family</u>
June 1, 2006	\$130/month (+ \$15.00)	\$210/month (+ \$15.00)
June 1, 2007	\$145/month (+ \$15.00)	\$225/month (+ \$15.00)

5. **ARTICLE 8 – ANNUAL WORK DAYS** (pp. 10-12)

B. **THE ‘A’ LINE TOUR**

**NEW** (8) Any employee who bids or is assigned to the “A” line tour of duty shall be paid a differential of five percent (5%) over and above that employee’s base wage hourly rate, inclusive of longevity, if applicable to that employee. The differential shall be paid when that employee is on any paid leave, such as, but not limited to, vacation, sick leave, personal leave, line of duty injury or illness, etc.

6. **ARTICLE 9 – DUTY APPAREL** (pp.12-13)

A. Amend only the dates and amounts as follows:

(+\$50.00)	(+\$50.00)
<u>6/1/06</u>	<u>6/1/07</u>
\$925.00	\$975.00

7. **ARTICLE 10 – GRIEVANCE PROCEDURE** (pp.13-16)

**Section 3 - Procedure:**

**Step 3: Arbitration**

1. Delete Benjamin Falicigno (no longer in New York State) and insert David Stein.

8. **ARTICLE 11 - BEREAVEMENT LEAVE** (p. 16)

- B. Add "brother-in-law" and "sister-in-law" to existing list.

9. **ARTICLE 12 - EDUCATIONAL EXPENSES** (pp. 16-18)

Add new F to read as follows:

- F. After the member attains a Bachelor's degree and is working toward a Master's degree, the Village's maximum payment for tuition shall be as follows:
  - (1) Maximum of two (2) courses per semester, maximum of four (4) courses per year.
  - (2) The maximum payment for tuition per member by the Village shall be the average cost of tuition at Mercy College, Iona College and Pace University, per course taken.
  - (3) The cost of required books.
  - (4) Members are not required to attend courses at the institutions set forth in "2" above, but tuition payment by the Village shall be the average tuition cost per course of those three (3) institutions.
  - (5) Members must provide grade received in course paid for by the Village to the Chief of Police. Members receiving a grade of "D" shall reimburse the Village for fifty percent (50%) of the cost of the course. Members receiving a grade of "F" (or equivalent grade) shall reimburse the Village for one hundred percent (100%) of the cost of the course.

Any unit member who withdraws or does not complete the course(s) shall reimburse the Village for one hundred percent (100%) of the cost of the course(s) within thirty (30) calendar days of either event. In the event the unit member fails to reimburse the Village as set forth herein, the Village retains the right to deduct the total amount(s) paid, from that unit member's paycheck

Notwithstanding the above, and in the event a unit member withdraws or does not complete the course(s) due to a substantial medical reason, then no reimbursement shall be required.

10. **ARTICLE 16 - SICK LEAVE INCENTIVE** - Change Article heading to **SICK LEAVE** (p. 19)

A. Delete in its entirety and replace with the following:

Each employee shall be entitled to unlimited sick leave use with full pay (**NOTE: This codifies the existing benefit.**)

B. In the first (1st) pay period of each calendar year, an employee shall be paid a sick leave incentive payment, based on the preceding calendar year, as follows:

<u>Sick Leave Usage</u>	<u>Amount Paid</u>
0 - 2 days	3 % of Base Wage and Longevity
3 - 4 days	2% of Base Wage and Longevity
5 days	1% of Base Wage and longevity

11. **ARTICLE 18 – GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE**  
(pp. 20-26)

Add the following Notice to the Comptroller to Appendix “B.”

12. **ARTICLE 25 - TERM OF AGREEMENT** (p. 28)

Insert "2006" and "2008" where "2003" and "2006" appear respectively.

13. **PROPOSED NEW ARTICLE - ASSOCIATION RELEASE TIME**

(See Article 5 (D) - Personal Leave (p. 8))

The Association President, or designee, shall be credited with forty (40) hours to attend meetings, conferences, seminars, conventions and the like during the year. The release time shall be granted upon a minimum of seven (7) calendar days notice to the Chief of Police. The Chief of Police may waive the notice requirement. The designee shall be an officer of the Association.

The Association President shall be released from his/her regularly scheduled tour of duty to attend, administer or represent employees or the Association at all stages of the grievance procedure, disciplinary proceedings, negotiations, Improper Practice Charge conferences or hearings, as well as attending any labor/management meetings with the Village concerning this Agreement or terms and conditions of employment, without charge against any paid leaves.

14. **PROPOSED NEW ARTICLE - PERSONNEL FILES**

Section 1 - An employee shall be entitled to review his/her personnel file, maintained at the Police Department, in the presence of the Chief of Police or designee, on five (5) calendar days notice. No complaint, report, memoranda or material, except pre-employment material and normal payroll and attendance records, shall be placed into an employee(s) personnel file until such time as the employee has had an opportunity to read same and to provide a response to be filed therewith. An employee shall be entitled to copies of items therein, not previously provided, at the Village's expense. He employee shall be required to initial and date the times reviewed in a place that shall not cause the item to be illegible. The employee shall have the right to respond to any item intended to be placed into his/her personnel file that is adverse to them and made a part of the file.

16. **PROPOSED NEW ARTICLE - INSTRUCTOR AND EMERGENCY MEDICAL TECHNICIAN PAY**

Each employee shall be paid the following amount, included in his/her Base Wage and included in the calculation rate of overtime:

Field Training Officer (FTO)	<u>6/1/06</u> \$1,000.00 .5137/hr
Emergency Medical Technician (EMT)	\$2,000.00 1.0274/hr

The above amounts shall be paid starting in the pay period in which the certification and/or re-certification is received and maintained. The employee shall provide a copy of the certification and/or re-certification to the Chief of Police, or designee, for placement in the employee's personnel file and processing to the Village for payment.

Schedule "A"

	Police Officer		Detective	
<u>Years of Service</u>	<u>6/1/06</u>	<u>6/1/07</u>	<u>6/1/06</u>	<u>6/1/07</u>
5 <sup>th</sup> through 7 <sup>th</sup> (1.5% of base)	\$1,204* \$.6185/hr*	\$1,261 \$.6478/hr	\$1,324 \$.6802/hr	\$1,387 \$.7125/hr
8 <sup>th</sup> through 10 <sup>th</sup> (1.75% of base)	\$1,404 \$.7212/hr	\$1,471 \$.7557/hr	\$1,545 \$.7937/hr	\$1,618 \$.8312/hr
11th through 13th (2.0% of base)	\$1,605 \$.8245/hr	\$1,681 \$.8635/hr	\$1,765 \$.9067/hr	\$1,849 \$.9498/hr
14th through 16th (2.5% of base)	\$2,006 \$1.0305/hr	\$2,101 \$1.0793/hr	\$2,207 \$1.1338/hr	\$2,312 \$1.1877/hr
17th and Above (3.0% of base)	\$2,407 \$1.2365/hr	\$2,522 \$1.2956/hr	\$2,648 \$1.3603/hr	\$2,774 \$1.4250/hr
	Sergeant		Detective Sergeant	
<u>Years of Service</u>	<u>6/1/06</u>	<u>6/1/07</u>	<u>6/1/06</u>	<u>6/1/07</u>
5 <sup>th</sup> through 7 <sup>th</sup> (1.5% of base)	\$1,390 \$.7141/hr*	\$1,456 \$.7480/hr	\$1,449 \$.7444/hr	\$1,518 \$.7798/hr
8 <sup>th</sup> through 10 <sup>th</sup> (1.75% of base)	\$1,622 \$.8332/hr	\$1,699 \$.8728/hr	\$1,691 \$.8687/hr	\$1,771 \$.9098/hr
11th through 13th (2.0% of base)	\$1,854 \$.9524/hr	\$1,942 \$.9976/hr	\$1,932 \$.9925/hr	\$2,024 \$1.0397/hr
14th through 16th (2.5% of base)	\$2,317 \$1.1903/hr	\$2,427 \$1.2468/hr	\$2,427 \$1.2411/hr	\$2,530 \$1.2997/hr
17th and Above (3.0% of base)	\$2,780 \$1.4281/hr	\$2,913 \$1.4964/hr	\$2,899 \$1.4892/hr	\$3,036 \$1.55965/hr

\* No change in language as contained in the collective bargaining agreement.



## DEMANDS OF THE VILLAGE

1. Pages 3-4, Article 2, Section D(1) Overtime – Delete third and fourth sentences of first paragraph and first three (3) sentences of the second paragraph; replace with the following:

“All overtime will be paid in cash.”

2. Page 5, Article 3, Vacation – Add the following:

“Only one (1) sergeant and two (2) patrol officers may be on vacation at any one time.”

3. Page 7, Article 5, Personal Leave – Delete Section A and replace with the following:

“All personal leave must be requested in writing to the Chief of Police a minimum of fifteen (15) calendar days in advance of the requested day. The written request must state the specific reasons for the personal day. Such request is subject to approval of the Chief of Police or his/her designee. It is specifically understood that a leave day creating overtime obligations for the Department is reasonable grounds for denial of the request. Personal leave requests may be made less than fifteen (15) days in advance in emergency situations, but still must be in writing to the Chief of Police or his/her designee stating the specific reason for the Emergency Personal Day.”

4. Page 9, Article 7, Section A. (3) Medical Insurance – Amend Subsection (3) to provide:

“All unit employees shall contribute twenty-five percent of the cost of health insurance premiums for the coverage provided to them.”

5. Page 9, Article 7, Section E, Health Insurance on Retirement – Amend the provide:

“Upon retirement, the Village shall pay the same percentage contribution toward health insurance as it did at the time of the employee’s retirement.”

6. Page 10, Article 8, Section A, Annual Work Days – Replace the first sentence with the following:

“Officers assigned to rotating shifts shall work a duty schedule that reflects an average of 243.33 workdays per year. Detectives and Youth Officers shall work a schedule of five (5) days per week, 260 days per year.”

7. Page 10, Article 8, “A” Line Tour – Delete and replace with:

“All patrol officers and patrol sergeants shall work a rotating three (3) tour schedule.”

8. Page 18, Article 14, Existing Benefits – Delete Article and replace with the following language:

“The parties agree that all terms and conditions of employment for bargaining unit members are specifically set forth in this collective bargaining agreement and the Union hereby waives any rights it has or believes it may have to terms and conditions not included herein.”

## **THE PANELS' PRELIMINARY STATEMENT**

All issues submitted by each party were carefully considered by the Panel in its deliberations in making a just and reasonable determination in this matter. In the Executive Sessions conducted, the Panel deliberated on each of the outstanding issues carefully and fully considered all 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 specifically addressed for a determination in this Award, were carefully considered by the Panel, but are rejected. For each issue, the discussion below presents a summary of the parties' positions and the Panel's analysis and conclusion. The Panel considered the impact of each item upon the whole, and made its Award considering 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 all of the following statutory provisions applicable to Compulsory Interest Arbitration pursuant to Civil Service Law §209.4, which is as follows:

(iv) all matters presented to the public arbitration panel for its determination shall be decided by a majority vote of the members of the panel. The panel, prior to a vote on any issue in dispute before it, shall, upon the joint request of its two members representing the public employer and the employee organization respectively, refer the issues back to the parties to further negotiations;

(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 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 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.

(vii) the determination of the public arbitration panel shall be subject to review by a court of competent jurisdiction in the manner prescribed by law.

## **THE PARTIES POSITION ON STATUTORY CRITERIA COMPARABILITY**

### **Summary Position of the PBA**

The PBA argues that the comparable police jurisdictions for terms and conditions of employment are those Hudson River Villages of Ardsley, Briarcliff Manor, Buchanan, Croton, Dobbs Ferry, Elmsford, Hastings, Irvington, Ossining, Pleasantville and Sleepy Hollow.

### **Summary Position of the Village**

The Village agreed to all of the PBA comparables, with the exception of Buchanan due to Indian Point. The Village also argues that the terms and conditions of employment of its other employees should be considered, and in particular, the blue and white collar employees represented by the CSEA. The Village's position is that its non-police employees also provide critical services to its residents and the functioning government, and, therefore, parity with those employees must be considered in determining a fair resolution for those employees represented by the PBA.

### **Discussion and Analysis**

The statutory criterion do not specifically require comparison of terms and conditions of employment of civilian to police officers, however the Panel Chairman and Employee Panel member do not support consideration of the terms and conditions of employment of civilian employees of the Village to its police officers as appropriate, because they perform different services and utilizing skills under very different working conditions. The comparability is to be

judged between police officers in comparable Villages and not civilian employees. Based on the foregoing, and the comparable jurisdictions to be used in the formulation of this Award are as set forth above.

## **ABILITY TO PAY**

### **Summary Position of the PBA**

The PBA relied on its financial expert witness, Kevin Decker of Decker Economics, his testimony and report (PBA Exhibit 44), and conclusions, that include an unreserved fund balance of approximately \$4.6 million and a contingency of \$910,000. The Village has used approximately 37.0% of its constitution tax limit. The Village sales tax revenue is budgeted for \$1.40 million for 2007-2008. Lastly, a one (1) percent increase for the PBA unit, with roll ups, is approximately \$33,800.

### **Summary Position of the Village**

The Village relied upon its exhibits submitted in the record at the hearing, and on its post-hearing brief, which in part stated that the conclusions of Mr. Decker were inaccurate and irrelevant. The Village argued that its ability to pay has been significantly impacted by continually rising health insurance and the significant increases in the Village's contributions required by the State retirement system for police officers since 2004. These two (2) costs in addition to other strains on the budget such as the steady decline of assessed taxable value has caused an increase in the Village tax rate of 45% from 2004-2008. The Village rejects the PBA's reliance upon the constitutional tax rate, and argues the Village's use of 37% of its constitutional taxing powers places it squarely in the middle of the twelve (12) comparable communities. When compared with those twelve (12) comparable communities, the Village

ranks in the lower third when judged by economic indicia such as median household income and house sale prices.

## ARTICLE 2 - COMPENSATION

### **Discussion and Analysis**

The heart of any economic package is primarily the wage determination. It is the largest cost item for the Village. It is the most significant term and condition of employment, in conjunction with health insurance, for bargaining unit members and the Village. The Panel is cognizant of the tax burden of the Village. The Panel engaged in incorporating a balance in the wage increases and other monetary demands awarded with other police agreements and/or awards in the comparable communities submitted to and analyzed by the Panel. The PBA's demand for Base Wage increase in each of the two (2) years of 4.75% of this Award is not warranted. However, the Village's lack of any direct wage increase for each of the same two (2) years is not justified either. The Village's suggestion in its post-hearing brief of parity with its CSEA recent settlement of 3.85% each year is not supported by the statutory criteria. As previously noted, the Panel Chairman and Employee Panel member hold comparison of employees performing different services, skills and working conditions between civilian and police officers is not appropriate. If parity is to be a comparable factor, it should be with police officers in comparable villages, and not civilian employees. A simplistic view of the increases to the comparables in 2006 showed a range of a low of 3.5% to a high of a split of 4.5%, providing an "average" 3.97%, which does not reflect the compounding effect of any splits in the "average." In 2007, the range was a low of 3.8% to a high of a split of 5.25%, providing an "average" of 4.13%, which also does not reflect the compounding effect of any splits in the "average." The foregoing view does not provide a complete and/or comprehensive record of



officer with twenty (20) years of service who now receives a \$1,400.00 longevity payment, would be paid \$2,298.00 based upon the existing 2005 Base Wage schedule.

**Discussion and Analysis**

A simplistic view of the Longevity schedules among the comparables shows that all but three (3) provide for flat dollar amounts, which are paid at different years of service. After twenty (20) years of service in 2005, there is a range of a low of \$1,250.00 paid to a high of \$3,697.00. In 2005, the Tarrytown longevity payment after twenty (20) years of service is \$1,400.00. Based on the statutory criteria, analysis of all the testimony, data, exhibits, documentary evidence and post-hearing briefs submitted, the Panel makes the following Award:

(N/C) <u>Years of Service</u>	<u>6/1/06</u>	<u>6/1/07</u>
5 <sup>th</sup> through 9 <sup>th</sup>	+\$100.00	+\$100.00
10 <sup>th</sup> through 14 <sup>th</sup>	+\$125.00	+\$125.00
15 <sup>th</sup> and Above	+\$150.00	+\$150.00

X

\_\_\_\_\_  
CONCUR      DISSENT

*ERSTOLZER* 4/20/08

\_\_\_\_\_  
ERNEST R. STOLZER      DATE  
EMPLOYER PANEL MEMBER

X

\_\_\_\_\_  
CONCUR      DISSENT

*A. V. Solfafo* 4/14/08

\_\_\_\_\_  
ANTHONY V. SOLFAFO      DATE  
EMPLOYEE PANEL MEMBER

**D. (1) OVERTIME (5) - DETECTIVE BUREAU STAND-BY TIME**

**Summary Position of the PBA**

The PBA seeks to have one (1) rate for Detective and a higher rate for Detective Sergeant, regardless of the date of appointment to that title, and argues that there has been no increase in the amount paid for many years.



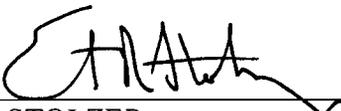


in addition, provide unlimited release for the PBA President from his/her scheduled tour of duty to attend to every grievance, disciplinary, contract negotiations, improper practice charge conferences or hearings, as well as labor/management meetings with the Village.

**Discussion and Analysis**

The Panel determined that Association Business should be removed from the Personal Leave Article into its own Article. Based on the statutory criteria, analysis of all testimony, data, exhibits, documentary evidence and post-hearing briefs, the Panel makes the following Award:

The sub-section of Association Business contained in the Personal Leave Article shall be removed and placed into its own new Article.

<u>  X  </u>	<u>          </u>		<u>4/20/08</u>
CONCUR	DISSENT	ERNEST R. STOLZER	DATE
		EMPLOYER PANEL MEMBER	

<u>  X  </u>	<u>          </u>		<u>4/14/08</u>
CONCUR	DISSENT	ANTHONY V. SOLFARO	DATE
		EMPLOYEE PANEL MEMBER	

The Panel finds no demonstrated need to change the existing benefit on Association Release Time for the PBA President or designee. Based on the statutory criteria, analysis of all testimony, data, exhibits, documentary evidence and post-hearing briefs, the Panel denies the PBA demand.

<u>  X  </u>	<u>          </u>		<u>4/20/08</u>
CONCUR	DISSENT	ERNEST R. STOLZER	DATE
		EMPLOYER PANEL MEMBER	

<u>          </u>	<u>  X  </u>		<u>4/14/08</u>
CONCUR	DISSENT	ANTHONY V. SOLFARO	DATE
		EMPLOYEE PANEL MEMBER	

## **ARTICLE 7 – MEDICAL INSURANCE AND DENTAL PLAN**

### **PRE-TAX DOLLARS FOR MEDICAL INSURANCE**

#### **Summary Position of the PBA**

The PBA seeks to have the Village adopt and implement, at no cost to the employee, the Internal Revenue Service (IRS) Section 125 Cafeteria Plan for pre-tax dollars relating to the contribution to the health insurance by employees, and any other areas permitted by the plan (e.g., child care costs, etc.).

#### **Summary Position of the Village**

The Village opposes the implementation of a Section 125 Cafeteria Plan.

#### **Discussion and Analysis**

The Panel determined that the incorporation of a pre-tax plan for the contributions made by employees towards health insurance, pursuant to IRS Code Section 125, is beneficial to both the employee and Village. Based on the statutory criteria, analysis of all testimony, data, exhibits, documentary evidence and post-hearing briefs, the Panel makes the following Award:

#### Article 7 – Medical Insurance and Welfare Plan

##### A. Medical Insurance

##### (3) Add the following to read as follows:

Effective no later than May 31, 2008, the Village shall implement, at no cost to the employee(s), a pre-tax plan in accordance with the Internal Revenue Service Code Section











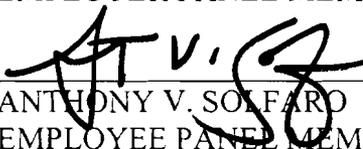
**Summary of the Village**

The Village concurs that the named individual of the panel of arbitrators has retired and is no longer practicing. However, the Village does not agree with the PBA’s named individual for replacement.

**Discussion and Analysis**

The named individual on the current arbitrator panel list has to be replaced based on the above. The parties examined various named individuals in order to come to a consensus. They achieved a consensus, and the agreed upon named arbitrator has advised the parties that he would accept being named as an arbitrator to the panel list. Based on the statutory criteria, analysis of all the testimony, data, exhibits, documentary evidence and post-hearing briefs, the Panel Awards the following:

The arbitrator panel list as set forth in Article 10 – Grievance Procedure, Section 3 – Procedure: Step 3: Arbitration, shall insert Howard Edelman where Benjamin Falcigno’s name appears.

<u>  X  </u> CONCUR	<u>          </u> DISSENT	 ERNEST R. STOLZER EMPLOYER PANEL MEMBER	<u>  4/20/08  </u> DATE
<u>  X  </u> CONCUR	<u>          </u> DISSENT	 ANTHONY V. SOLFARO EMPLOYEE PANEL MEMBER	<u>  4/14/08  </u> DATE

**ARTICLE 12 – EDUCATIONAL EXPENSES**

**Summary Position of the PBA**

The PBA seek to add a new sub-section to provide the identical benefit currently provided in the collective bargaining agreement for an employee working towards a Bachelor’s degree, for an employee working towards a Master’s degree.

**Summary Position of the Village**

The Village rejects the demand to expand the current payment beyond working towards a Bachelor's degree.

**Discussion and Analysis**

The Panel finds no demonstrated need to expand the existing benefit. Based on the statutory criteria, analysis of all testimony, data, exhibits, documentary evidence and post-hearing briefs, the Panel denies the PBA's demand.

X  
CONCUR      DISSENT

ERSTOLZER      4/20/08  
ERNEST R. STOLZER      DATE  
EMPLOYER PANEL MEMBER

CONCUR      X  
DISSENT

AV. S.      4/14/08  
ANTHONY V. SOLFARO      DATE  
EMPLOYEE PANEL MEMBER

**SICK LEAVE INCENTIVE – ARTICLE HEADING CHANGE**

**Summary Position of the PBA**

The PBA seeks to have Article 16 – Sick Leave Incentive changed to just Sick Leave to reflect the Article accurately.

**Summary Position of the Village**

The Village does not oppose the change.

**Discussion and Analysis**

Based on the codification of incorporating the unlimited sick leave benefit in this Award, and to accurately reflect the Article, the statutory criteria, analysis of all testimony, data, exhibits, documentary evidence and post-hearing briefs, the Panel Awards the following:







X  
CONCUR      DISSENT

ERNEST R. STOLZER      4/20/08  
EMPLOYER PANEL MEMBER      DATE

X  
CONCUR      DISSENT

ANTHONY V. SOLEFARO      4/14/08  
EMPLOYEE PANEL MEMBER      DATE

**PERSONNEL FILES**

**Summary Position of the PBA**

The PBA seeks that a new Article be placed in the collective bargaining agreement to allow an employee to review his/her personnel file, make copies of its contents, and to respond to any item placed in the file that is adverse to him/her.

**Summary Position of the Village**

The Village does not object to the concept, but raised concerns about specific language in the PBA's demand be modified to reflect both parties rights and obligations.

**Discussion and Analysis**

The Panel concurs that a new Article be placed in the collective bargaining agreement. Based on the statutory criteria, analysis of all the testimony, data, exhibits, documentary evidence and post-hearing briefs, the Panel makes the following Award:

Incorporate a new Article – Personnel Files into the collective bargaining agreement as follows:

- A. An employee shall be entitled to review his/her personnel file, maintained at the Police Department, in the presence of the Chief of Police or designee, on five (5) calendar days written notice. No complaint, report, memoranda or material specific to the employee, except pre-





## **HEALTH INSURANCE CONTRIBUTION (ACTIVE AND RETIREMENT)**

### **Summary Position of the Village**

The Village seeks to have all active employees contribute twenty-five percent (25%) of the health insurance premium, not just those employees hired after March 14, 1994 who contribute twenty-five percent (25%) of the premium until he/she achieves Step 1 Police Officer (“Top”), at which time the contribution is one percent (1%) of the employees annual Base Wage each year until they retire. In addition, the Village seeks to have all retirees pay the same percentage contribution towards the health insurance premium as that employee contributed at the time of retirement. The Village asserts that the cost of premiums, which have been rising dramatically, are unfairly paid almost completely by the Village and the one percent (1%) contribution of Base Wage is minimal when compared to the premium cost.

### **Summary Position of the PBA**

The PBA rejects the Village’s demand to any increases to the existing active contribution, which was negotiated between the parties when contributions were not occurring, as well as extending contributions into retirement, which far exceeds what the comparables are doing. The PBA asserts that the twenty-five percent (25%) premium contribution until they retire would have a negative impact on any wage increases to the Base Wage. The PBA also rejects any contribution by a retiree whose pension would suffer and erode based on the Village’s demand.

### **Discussion and Analysis**

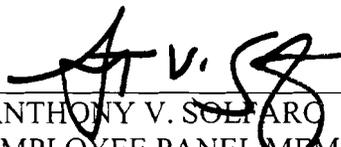
The Panel rejects the Village’s demand that all active employees contribute twenty-five percent (25%) of the health insurance premium, as well as a retiree contributing the same percentage contribution towards the health insurance premium at the time of retirement. As stated previously in this Award, the appropriate comparisons are police officers with the other

police officers in comparable Villages, not civilians. The contribution towards health insurance by those employees contributing already exceeds that of the comparables in this matter and any increases are not warranted, nor to expand and implement a contribution to those hired prior to March 14, 1994, as well as all retirees during the period of this Award and thereafter. Importantly, the police officers in the Village are the only ones among the comparable police jurisdictions that make a contribution for their careers. Based on the statutory criteria, analysis of all the testimony, data, exhibits, documentary evidence and post-hearing briefs, the Panel denies the Village's demand that all active employees contribute twenty-five percent (25%) of the health insurance premium, and that all retirees contribute the same percentage contribution towards the health insurance premium at the time of retirement.

CONCUR      DISSENT

 4/20/08  
 \_\_\_\_\_  
 ERNEST R. STOLZER     DATE  
 EMPLOYER PANEL MEMBER

CONCUR      DISSENT

 4/14/08  
 \_\_\_\_\_  
 ANTHONY V. SOLFARO     DATE  
 EMPLOYEE PANEL MEMBER

**VACATION LIMITATIONS**

**Summary Position of the Village**

The Village seeks to restrict the manner in which vacation is taken by limiting that only one (1) sergeant and two (2) patrol officers may be on vacation at any one time.

**Summary Position of the PBA**

The PBA rejects the Village's demand as unwarranted, and unnecessary, based on the history of vacation approvals, out of title pay for the senior employee in the absence of a sergeant, and that there are no limitations on the lieutenants, who have their own bargaining unit.







ARBITRATOR'S AFFIRMATION

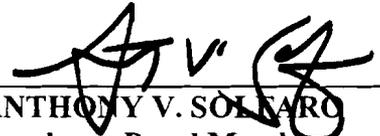
Pursuant to Article 75 of the Civil Practice Law and Rules, I hereby affirm that I executed the foregoing as and for my Award in this matter.



\_\_\_\_\_  
ROGER E. MAHER  
Public Panel Member and Chairman

Dated: 4-22-08

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. SOLANO  
Employee Panel Member

Dated: 4/14/08

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.



\_\_\_\_\_  
ERNEST R. STOLZER  
Employer Panel Member

Dated: 4/20/08

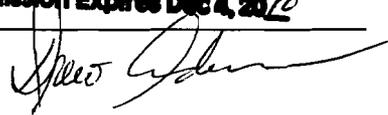
AWARD AFFIRMATION

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

On this <sup>ND</sup> 22 day of April, 2008, before me personally came ROGER E. MAHER, to me personally known and known to me to be the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same:

Drew Anderson  
Notary Public State of New York  
No. 01AN6157176  
Qualified in Kings County  
Commission Expires Dec 4, 2010

Notary Public



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

On this 14<sup>th</sup> day of April, 2008, before me personally came ANTHONY V. SOLFARO, to me personally known and known to me to be the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same:

NANCY L. MARCOJOHN  
Notary Public, State of New York  
No. 4988931  
Qualified in Dutchess & Ulster Counties  
Commission Expires Nov 13, 2009

Notary Public



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

On this 20<sup>th</sup> day of April, 2008, before me personally came ERNEST R. STOLZER, to me personally known and known to me to be the same person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same:

AMY MARIE CULVER  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 02CU6176128  
Qualified in New York County  
Commission Expires October 29, 11

Notary Public

