

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Compulsory Interest Arbitration

-between-

VILLAGE OF WASHINGTONVILLE  
POLICE BENEVOLENT ASSOCIATION,  
Employee Organization,

**OPINION**

-and-

**AND**

VILLAGE OF WASHINGTONVILLE  
Public Employer,

**AWARD**

PERB Case No.: IA 2008-23; M2008-185

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BEFORE: Jay M. Siegel, Esq.  
Public Panel Member and Chairman

Anthony V. Solfaro,  
Employee Organization Panel Member

Mark Reinharz, Esq.  
Public Employer Panel Member

APPEARANCES:

For the Village of Washingtonville Police Benevolent Association  
John K. Grant, Esq.

For the Village of Washingtonville  
Bond Schoeneck & King, PLLC  
Christopher T. Kurtz, Esq., Of Counsel

## **BACKGROUND**

Pursuant to the provisions contained in Section 209.4 of the Civil Service Law, the undersigned Panel was designated by the Chairperson of the New York State Public Employment Relations Board (“PERB”) to make a just and reasonable determination of a dispute between the Village of Washingtonville Police Benevolent Association (PBA) and the Village of Washingtonville (Village).

The Village is a municipal corporation that is located in the center of Orange County. The Village’s Police Department operates on a 24/7 basis. PBA members presently work eight consecutive hours per day on a schedule of four consecutive days on followed by two consecutive days off. PBA members work on one of three permanent shifts.

The PBA is the is the exclusive bargaining agent for all full-time police officers, detectives and sergeants employed by the Village, excluding the Chief of Police. At the present time, the Union represents approximately eight police officers, two detectives and three sergeants.

Three other bargaining units have contractual relationships with the Village. All three units have agreements in place for the period covering this Award. The Village’s agreement with the International Brotherhood of Teamsters Local 445 calls for wage increases of 4% effective March 1, 2008 and wage increases of 4% and above, effective March 1, 2009, depending on the employee’s salary. The Village’s agreement with the PBA Dispatcher’s unit calls for wage increases of 4%, effective March 1, 2008 and 4%, effective March 1, 2009. The Village’s agreement with the United Public Service Employees Union for the part-time police officer unit calls for wage increases of \$1.00

per hour effective March 1, 2008 and \$1.00 per hour effective March 1, 2009, which is in excess of 5% per year when considered on a percentage basis.

The last collective bargaining agreement between the parties covered the period March 1, 2006 through February 29, 2008. In 2008, the parties began negotiations for a successor contract but the negotiations were unsuccessful. Thereafter, acting pursuant to the rules of procedure of PERB, a PERB-appointed mediator met with the parties. Mediation was unsuccessful and on January 29, 2009, the PBA filed a Petition for Interest Arbitration (Panel Exhibit 2) pursuant to Section 209.4 of the Civil Service Law.

The Village filed a response to said Petition on February 6, 2009 (Panel Exhibit 3). Thereafter, the undersigned Public Arbitration Panel (Panel Exhibit 1) was designated by PERB, pursuant to Section 209.4 of the New York State Civil Service Law, for the purpose of making a just and reasonable determination of this dispute.

Hearings were conducted before the Panel at the offices of the Village on October 13, 2009 and October 20, 2009. At both hearings, the parties were represented by counsel. Both parties submitted numerous and extensive exhibits and documentation, including written closing arguments. Both parties presented extensive arguments on their respective positions.

Thereafter, the Panel fully reviewed all data, evidence, arguments and issues submitted by the parties. After significant discussion and deliberations at the Executive Session held on February 3, 2010 and subsequent telephone conference calls between Panel members the Panel reached an Award. All references to "the Panel" in this Award shall mean the Panel Chairman and at least one other concurring Panel Member, except

where the Employee and Public Employer Panel members concurred with the Panel Chairman.

The positions taken by both parties are quite adequately specified in the Petition and the Response, numerous hearing exhibits, and post-hearing written submissions, which are all incorporated by reference into this Award. Such positions will merely be summarized for the purposes of this Opinion and Award. Accordingly, set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the parties' Award setting forth the terms and conditions for the period March 1, 2008 through February 28, 2010.

In arriving at such determination, the Panel has specifically reviewed and considered all of the following criteria, as detailed in Section 209.4 of the Civil Service Law:

- 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 the 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.

## COMPARABILITY

Section 209.4 of the Civil Service Law requires that in order to properly determine wages and other terms and conditions of employment, the Panel must engage in a comparative analysis of terms and conditions with “other employees performing similar services or requiring similar skills under similar working conditions with other employees in generally in public and private employment in comparable communities.”

### PBA Position

The PBA contends that its members should be compared primarily with all other police units in the cities, villages and towns in Orange County. It justifies its universe of comparables by asserting that employees in this universe have the same job requirements for employment including hazards of employment, physical, educational and mental qualifications, job training and skills of police work. The PBA stresses that there is no compelling need for the Panel to go outside Orange County as there are enough police departments to allow the Panel to make the required comparisons.

The PBA argues that some of nearby towns and villages, namely, the villages of Monroe and Goshen and the towns of Blooming Grove and Tuxedo are the most comparable communities in the County. In the PBA’s estimation, officers working in these jurisdictions have similar economic influences and a commonality in terms of the duties, tasks and problems faced by police. According to the PBA, these municipalities are the ones with which the most relevant comparisons may be drawn because they are very similar to the Village in terms of population, overall size of the department, and proximity. To this end, the PBA points out that the Village of Washingtonville has 18

sworn officers, the same as the Town of Blooming Grove (18) and nearly the same as the Village of Goshen (19), the Village of Monroe (20), and the Town of Tuxedo (14).

**Village Position**

The Village does not necessarily disagree with the Panel utilizing all police units in Orange County as comparables. However, the Village opines that within all of Orange County there are clearly sub-groups of villages which share the similar economic and demographic characteristics with the Village. This sub-group of villages and the financial difficulties they are facing should be accorded the greatest weight for comparative purposes. The Village also maintains that its agreements with the other bargaining units in the village are also relevant as a comparable, which the PBA rejects. The Village asserts that the Village's agreement to have members of the other bargaining units contribute toward the cost of health insurance mandates consideration of those units as comparables.

**Panel Determination on Comparability**

The Panel observes that there is no real dispute between the parties as to the universe of comparables. Indeed, both parties agree that all police jurisdictions within Orange County are the appropriate comparables. This is based on a number of factors, including geographic location, similarity of the work, comparability of the cost of living, etc. The Panel also finds that certain municipalities in Orange County with similar sized police departments are particularly good comparables. This includes but is not limited to the Town of Blooming Grove. The Village is located within the Town of Blooming Grove and has very similar economic conditions and the exact number of sworn police officers as the Town of Blooming Grove Police Department. In addition, the villages of

Chester, Monroe and Goshen also have a number of similarities and are in close proximity to one another.

Accordingly, the Panel finds that pursuant to the statutory criteria, the comparables having the greatest influence over the Panel are all police jurisdictions in Orange County. The Panel also finds that the four jurisdictions cited above that are in close proximity to the Village and should be accorded greatest consideration as being most comparable to the Village.

### **ABILITY TO PAY**

#### **PBA Position**

The PBA's ability to pay evidence was based on the testimony and exhibits presented by Economist Kevin Decker. The PBA asserts that the evidence offered through Mr. Decker conclusively establishes that the Village has the ability to pay for a fair and reasonable increase. According to the PBA, Mr. Decker's presentation should be accorded great weight because his testimony was largely unrebutted.

The PBA maintains that the fundamental economic conditions of the Village are sound because the Village's taxes are low, its debt is extremely low and its fund balances are strong. In terms of real property taxes, the PBA observes that Mr. Decker found that the Village has benefitted from an increase in the total value of taxable assessed properties in the Village, which has grown by 17.2% since 2000. The Village has one of the lowest rates of growth in the real property tax levy in the County, ranking 24<sup>th</sup> of 27 municipalities in Orange County. In addition, the Village has used only a fraction of its constitutional taxing limit, ranking 13 out of the 14 jurisdictions in Orange County that are subject to the limit.

The PBA opines that the Village's revenues have remained strong. It continues to enjoy consistent increases in sales tax revenues, which have more than doubled between 2000 (\$392,000) to 2009 (\$839,000). In the PBA's view, Mr. Decker noted in his report (PBA Exhibit 64) that the Village has consistently underestimated revenues. This has led to gradual and consistent increases in the fund balances, to the point where the Village's fund balances are well in excess of those recommended by the State Comptroller and Wall Street rating agencies. Moreover, Mr. Decker noted that the Village maintains extremely high fund balances in the Water Fund (139% of spending) and the Sewer Fund (46.4% of spending), and that the Village has amassed 1.245 million dollars in its Capital Projects Fund. In sum, the PBA insists that, despite the recession, the Village's finances are strong and that it has the means and ability to pay for a reasonable award.

### **Village Position**

The Village insists that the Panel cannot ignore the fact that the Village is suffering the effects of one of the greatest economic recessions in this country's history. New York State lost 236,000 non-farm jobs in the last year alone. Unemployment in Orange County is extremely high at 8.2%. In the Village's view, the question is not whether the Village's taxpayers can afford to pay local taxes but whether the taxpayer can even survive the current economic downturn.

The Village stresses that the New York State Comptroller's Annual Report on Local Government paints a chilling picture about the current and future state of New York's economic picture. This includes the current budget gap of \$4.1 billion this year and \$38 billion through 2012-2013. The Report notes that more than 847,000 New Yorkers are unemployed and more than 15,000 are facing foreclosure of their homes. As

a result, local governments throughout the State are facing substantial budget deficits. This is exacerbated by the weakening of the financial sector. Numerous firms have gone out of business or lost profitability. This has already weakened State revenues and will continue to have an adverse effect on State and local government budget revenues. The fact is that there are fewer wage earners in New York State who are paying taxes and this has a severe effect on local governments like the Village.

The Village asserts that its taxpayers should not be forced to suffer an additional tax burden for the considerable salary and benefit increases demanded by the PBA during a time when the Village's revenues are decreasing. The Village notes that mortgage tax and sales tax revenues are down. The Village's mortgage tax revenue received in the first half of 2009-2010 was less than half of what it received in the prior two years and its mortgage tax revenue was down approximately 5% from the previous year. When this is considered along with the fact that the tax base for the Village is below the average for villages in the County as well as the declining value of homes in the Village, it is abundantly clear that it would be fiscally irresponsible for the Village to add any more financial commitments to the Village's difficult financial burdens.

**Panel Determination on the Village's Ability to Pay**

The Panel has carefully considered the statutory criteria regarding ability to pay as provided through the positions of the parties from the testimony, exhibits and post-hearing briefs filed, forming the record in this matter.

The Panel is cognizant that during the term of this Award, the national, New York State and local economy went into a tailspin unlike anything seen in recent memory. Revenues went down and unemployment substantially increased. The housing market

significantly dipped for the first time in years and numerous companies went out of business or struggled to stay afloat. New York and its municipalities have clearly been affected by the uncertainties caused by this recession.

On the other hand, the Panel finds that the record establishes that the Village has done an excellent job of managing its resources. The Panel is confident that the Village's prior fiscal management will allow it to maintain a strong position despite the difficult economy. The parties do not disagree that the Village has the ability to pay for the wage and other increases set forth in this Award. Thus, the Panel finds that the wage and other increases awarded herein constitute a fair and reasonable Award.

### **THE INTERESTS AND WELFARE OF THE PUBLIC**

#### **PBA Position**

In the PBA's view, this consideration encompasses the fact that the Village taxpayers benefit from having a professional, well-trained police department. In the PBA's estimation, this can only happen when its members wages are benefits are sufficient so that the Village can attract and retain quality officers. The PBA opines that the Panel must issue an Award that allows its members to remain competitive with other officers in Orange County so as to assure that its offers will not leave the Village for other positions in the County.

#### **Village Position**

The Village stresses that the Panel is obligated to consider the fact that its Award will directly affect the citizens and taxpayers of the Village and the economic future of the Village for years to come. The Village observes that the Panel must consider the fact that it is allocating one aspect of the Village's limited resources. The revenue needed by

the Village to pay for this Award competes with other municipal services and the wages and benefits provided to other municipal employee groups. Since the Panel's Award will undoubtedly affect the agreements made between the Village and other employee groups, the Panel must exercise its power with great caution. It must consider the fact that citizens in the Village earn less on average than Village officers. It must also consider the fact that citizens in the Village are struggling with increased unemployment, increased tax burdens and declining values of their homes. These considerations, along with the fact that the economic forecast is not bright, mandate that the Panel exercise its power with great care and caution while fashioning its Award.

**Panel Determination on Interests and Welfare of the Public and Financial Ability of the Public Employer to Pay**

The Panel has carefully considered the statutory criteria regarding the interests and the welfare of the public and financial ability of the Public Employer to pay, as provided through the positions of the parties from the testimony, exhibits and post-hearing briefs forming the record in this matter. In looking at this specific issue, the Panel finds that the PBA's argument that the public benefits by having a competitively compensated police force must be given credence. It influences the Panel's determination on the issues of the overall wage adjustment and health insurance for active police officers. The Panel's Award in these two areas is premised on the recognition that it is prudent for the Village and beneficial to the public for its officers to remain competitive in these areas.

At the same time, the Panel has rejected the PBA's demand for increases to its members' retiree health insurance because it is concerned about the detrimental effect

that any increases in this area can have. The Village taxpayers would be exposed to tremendous multi-million dollar financial burdens if the PBA's retiree health insurance demand was awarded by the Panel. This is not in the interest of the public and it was rejected by the Panel primarily for this reason. The Panel's Award in this area is premised on the recognition that is prudent to leave this benefit unchanged.

#### **COMPARISON OF PECULIARITIES OF THE POLICE PROFESSION**

The Panel has also carefully considered the statutory criteria regarding the comparison of the police profession with other trades or professions, including specifically, 1) hazards of employment; 2) physical qualifications; 3) educational qualifications; 4) mental qualifications; and 5) job training and skills. The PBA asserts that the police profession is so unique that no other useful comparison can be made with other trades or professions.

The parties do not dispute the fact that appropriate weight must be given to the especially hazardous nature of police work and the unique training, skills and pressures that police officers face each day. The Panel finds that the peculiarities of the profession mandates a direct comparison with police officers. As a result, the Panel has considered the Village's relationship with its other non-police municipal workers in a very limited way.<sup>1</sup>

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<sup>1</sup> The Panel recognizes that the Village's settlements with some of its other units occurred prior to the economic downturn. Nonetheless, they have some relevance in the Panel's determination of wages herein.

**BASE WAGE, LONGEVITY AND DIFFERENTIALS**

**PBA Position**

As in almost every interest arbitration, the appropriate salary increase is at the heart of the dispute. The PBA is seeking a 5% salary increase in each year to the existing schedule up to Step 5. The PBA requests that Step 6, the top step, be adjusted by \$2,500 before applying a 6% increase each year. The PBA notes that its proposal follows the model agreed to between the parties during the last agreement. That agreement called for salary increases of 4.375% for each of two years with an additional amount of \$275 added to Step 6 in both years.

The PBA is also proposing increases to the current Detective, Youth Officer, DARE Officer and/or COPS differential of 7.5% above Step 6 base wage to 8.5% above Step 6. The PBA also proposed that the probationary sergeant differential be increased from 12% to 15% above Step 6 and that the non-probationary sergeant differential be increased from 15% to 17% above Step 6.

With respect to longevity, the PBA seeks the following changes:

<b><u>Current</u></b>		<b><u>Proposed</u></b>	
<u>Years of Service</u>	<u>% Above Base Wage</u>	<u>Years of Service</u>	<u>% Above Base Wage</u>
After 6 years	3%	Start 6 <sup>th</sup> – 9 <sup>th</sup>	5%
After 10 years	5%	Start 10 <sup>th</sup> -13 <sup>th</sup>	7%
After 14 years	7%	Start 14 <sup>th</sup> -17 <sup>th</sup>	9%
After 18 years	9%	Start 18 <sup>th</sup> and above	11%

These changes essentially amount to an increase of 2% at each longevity step with increments being paid at the beginning of the years noted in the current schedule instead of at the completion of those years of service.

The PBA insists that the countywide base wage and longevity comparison it produced shows that the Village is far below the majority of the Orange County police units. The Village also ranks 16 of the 25 units having agreements in place in 2007 and 2008 in both cumulative 20 and 25 year total compensation. The PBA maintains that its proposals should be awarded to help stem the flow of officers leaving for other departments.

The PBA contends that its proposal is warranted because it is only slightly above the average settlements of those law enforcement agencies settled in 2008 and 2009. Notably, the average base wage adjustment in Orange County in 2008 was 4.51% and the average base wage adjustment in 2009 was 4.36%. The increases requested by the PBA are warranted so the PBA can catch up with other departments and close the gap that exists.

The PBA's proposal to apply flat dollar increases at the top step in addition to percentage increases is also necessary because applying only across the board percentage increases to the top step will further erode these officers' relative standing because other comparable jurisdictions already have higher pay in place. The PBA's argues that its proposed \$2,500 increase to the top step will allow it to make up lost ground and bring unit members parity in the market.

The PBA opines that the Panel should award the longevity increases proposed by the Panel for the very same reasons. It asserts that its longevity proposal is necessary to allow its members to remain competitive. In the PBA's view, the Village can and should be more competitive as demonstrated by a review of various salary progression and career total comparison charts it submitted into evidence. Since the Village clearly has

the ability to pay, the Panel should render an Award that makes the Village's top pay competitive with prevailing rates.

Finally, the PBA rejects the Village's assertion that economic conditions render it unable to afford the PBA's proposal. The PBA notes that the Village agreed to provide laborers and maintenance employees with wage adjustments of 4% in 2007 and 2008, followed by increases of between 5% and 8% in 2009. Full-time dispatchers received wage adjustments of 15%, 4%, 8% and 4% between 2006 and 2010. Part-time dispatchers received increases of 7% in 2006 followed by increases of 4% per year in 2007 through 2010. Finally, part-time police officers received increases of between 5% and 8% per year from 2006 to 2010.

For all of the reasons above, the PBA contends that the Panel should grant its proposals on salary, differentials and longevity.

#### **Village Position**

The Village wholly rejects these PBA economic proposals. The Village asserts that common sense suggests that it should not be forced to tax its citizens to the highest legal limit. The Village maintains that the Panel should be guided by the Court of Appeals decision in *City of Buffalo v. Rinaldo*, 41 N.Y.2d 764 (1977), wherein the Court held that ability to pay must be considered without resort to tax increases and that the statute vests broad authority in the arbitration panel to determine municipal fiscal priorities within existing revenues. With this in mind, the Village stresses that the Village should not be forced to jeopardize its financial future by meeting the PBA's demands. This will overextend the Village and could very well lead to layoffs and reduced services.

The Village insists that exhibits introduced by both parties demonstrate that Village police officers are competitively compensated. It notes that Village officers have made significant strides in the past three years, seeing their income increase from an average of \$78,203 in 2005 to an average of \$100,341 in 2008, a 28% increase.<sup>2</sup>

The Village rejects the PBA's assertion that its top step salary is not competitive. It notes that its top step pay in 2007-2008 is \$59,309, which is under \$1,000 from the average top step in Orange County for this time period. More importantly, when longevity is factored in, it becomes abundantly clear that Washingtonville officers enjoy very competitive overall wages when compared with other officers in Orange County. The Village asserts that the PBA exhibits show that Village officers had the 8<sup>th</sup> highest longevity after 10 years of service and the 7<sup>th</sup> highest longevity after 15 years of service. At the 20 and 25 year level, Village officers enjoy the 6<sup>th</sup> highest longevity in the County.

The Village avers that the only way to appropriately evaluate compensation is to look at unit members' combined base wage and longevity earnings. When this is done, the evidence demonstrates that Village officers working for ten years earn receive base wage plus longevity pay that exceeds the Orange County average. Assessments at the 15 year and 20 year levels also demonstrate that Village officers are competitively paid when compared to other municipalities in the County.

The Village maintains that the PBA's economic proposals are simply outrageous. They equate to an increase of approximately 10% per year for top step officers. This proposal completely ignores the faltering economy. It also ignores the fact that other neighboring communities have settled for far less with their officers than what the PBA is

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<sup>2</sup> This includes overtime payments made to police officers, and variables, like injured police officers out on GML 207-c status, and vacancies.

seeking in this dispute. For example, the Village of Harriman settlement with its officers called for increases of 3.5%, 3.0%, 3.5% and 3.5% for the period of June 2008 to May 2010. The Village of Monroe settled a contract before the recession calling for increases of 3.5%, 3.875%, 3.875% and 3.875% for the period of 2007 to 2011. Finally, the Village of Florida settled for increases of 3.5% per year between 2009 and 2013.

The Village insists that the PBA's sergeant and differential proposals are completely unwarranted. The Village notes that the PBA's exhibits show that the current 15% sergeant differential is equal to or greater than the differential paid to sergeants in 14 Orange County jurisdictions. The current 7.5% detective differential is equal to or greater than the differential paid to detectives in 18 jurisdictions. Since the PBA's own data shows that the Village's longevity and differential payments are extremely competitive, there is simply no justification for any increases in these areas.

#### **Panel Determination on Base Wage, Longevity and Differentials**

The Panel has carefully considered the statutory criteria balancing the reasonable economic needs of Village officers, with the obligations of the Village in the context of what is fair and reasonable in the changed economy. Wages are one of the most important elements in any labor agreement. Employees have the utmost concern about the wages they will be paid, and represents the greatest expenditure for the Village.

The record contains data that supports both parties' positions. The Village faces genuine economic concerns. It has had to contend with recent decreases in revenue and an economy that is more fragile than has been seen in this area for many years. These are genuine issues that cannot be ignored.

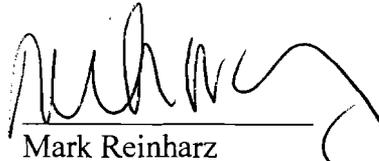
The general state of the economy and the overall tax burden faced by taxpayers, whose burden has increased substantially in recent years, leads the Panel to conclude that the wage proposals made by the PBA must be tempered. Since Village officers enjoy very competitive longevity payments and differentials for detectives and sergeants, the Panel will not be awarding any changes in these areas.

By the same token, the Panel finds that the Village has the ability to pay for a fair increase in wages overall. When considering base wages, the Panel finds clear support for its determination that a fair increase in wages is justified in order to keep PBA members at or near their present position. The adjustments of 3.5% effective March 1, 2008 and 3.5% effective March 1, 2009 on all steps, with an additional \$300 added prior to the 3.5% increase to the top step on March 1, 2008, and an additional \$325 prior to the 3.5% increase to the top step on March 1, 2009 are necessary in order to allow PBA members' base wages to remain competitive. This is particularly the case when one considers the fact that many of the settlements in Orange County during this time period exceed 4% per year. The Panel believes the increases granted will help the Village remain competitive in attracting and retaining qualified personnel.

In any determination of the appropriate wage increases to be awarded, other benefits provided and the cost thereof must be considered as relevant factors. The Panel notes that it has not made any change in the area of health insurance for Village police officers, although the Village's cost is increasing.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

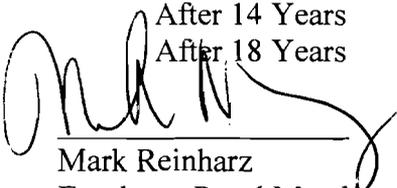
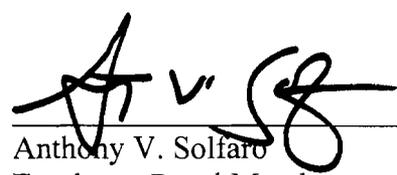


✓ _____ Concur	 _____ Mark Reinharz Employer Panel Member	_____ Concur	 _____ Anthony V. Solfaro Employee Panel Member
_____ Dissent		<del>_____</del> Dissent	

**Longevity**

	(N/C) <u>Years of Service</u>		(N/C) <u>% of Base Wage</u>
	After 6 Years		3%
	After 10 Years		5%
	After 14 Years		7%
	After 18 Years		9%

✓ _____ Concur	 _____ Mark Reinharz Employer Panel Member	_____ Concur	 _____ Anthony V. Solfaro Employee Panel Member
_____ Dissent		<del>_____</del> Dissent	

**HEALTH INSURANCE FOR ACTIVE EMPLOYEES AND RETIREES**

**PBA Position**

The current Agreement between the parties provides all active unit members to receive health insurance with the Village paying for the full cost of the premium. The PBA's position is that there is no justification for any change to the Village's 100% contribution for the health insurance premium cost for active employees and eligible dependents as set forth in the comparability analysis contained in its exhibits and post-hearing briefs. From the standpoint of competitiveness, it is critically important for its members to maintain this benefit as a overwhelming majority of officers in Orange County do not contribute toward the cost of health insurance. This includes a number of the neighboring jurisdictions that are used as the most comparable to the Village, such as,

but not limited to, the Town of Blooming Grove, Villages of Chester, Harriman, Monroe and Goshen.

Currently, employees who retire without a disability retirement from the Village, with a minimum of 15 years of service, receive 50% of the premium cost paid for by the Village, with the officer paying the other 50% of the individual and family premium cost.

The PBA insists that the Village's highly noncompetitive retiree health insurance provision mandates no change to the active employee coverage and an improvement toward retiree coverage. The PBA notes that the prevailing benefit throughout all other law enforcement in Orange County is the provision of fully paid health insurance to retirees and their dependents. The PBA maintains that this is a critically important benefit due to the dangerousness of law enforcement work. An improvement to the contribution toward the retiree health insurance premium cost by the Village is warranted, because the lack of this benefit is well known in Orange County, and makes the Village singularly unattractive as a place to come and work.

#### **Village Position**

The Village stresses that it has been suffering from ever-escalating health insurance costs. It asserts that total Village health insurance costs have skyrocketed by 225% over the past eight years. A family plan that cost \$7,081.92 in 2000 cost \$15,286.04 in 2009. In the Village's view, these exorbitant costs cannot be ignored. The Village contends that its other employees, earning significantly less than PBA members, contribute 15% toward the cost of their premiums. The PBA's continued refusal to contribute toward health insurance is unacceptable from an economic standpoint and destructive to the Village's internal labor relations.

According to the Village, the costs of health insurance are so staggering that the Panel cannot make any changes to retiree health insurance. The Village maintains that if the health insurance premiums increase 9% per year, the Village would spend over \$6,000,000 for one member to be in a family plan during retirement for the next forty years. A 6% annual increase would cost the Village nearly \$3,000,000 over the next forty years. Either scenario is untenable for the Village and must be rejected. Moreover, the picture becomes even bleaker when one considers the costs for future retirees as these could cost more than \$10,000,000 for each retiree leaving service on or after 2020 who lives for forty years in retirement. Given these facts, the Village asserts that the Panel must reject the PBA's retiree health insurance proposal.

**Panel Determination on Health Insurance for Active Employees and Retirees**

Health insurance continues to be one of the most difficult and contentious labor-management issues due to its importance to employees and their families, and its cost which has been increasing over the past several years.

The fact is that a great majority of bargaining units in Orange County do not require their police officers to contribute toward the cost of health insurance, including virtually all of the municipalities, and more specifically those applied as the most comparable with the Village in this Award. This fact is highly compelling to the Panel as the statute mandates that we compare terms and conditions of employment with other employees performing similar skills and services.

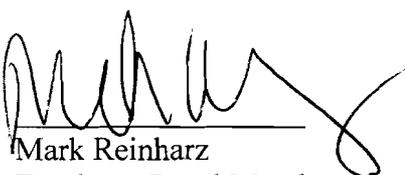
The other factor that plays a very significant role in the Panel's determination is the issue of retiree health insurance. The fact of the matter is that the future costs of retiree health insurance are so staggering that the Panel does not feel that any

improvement to retiree health insurance can be made at this time. The Panel concedes that PBA members' retiree health insurance benefits are far less generous than every other jurisdiction in Orange County, as virtually every single one provides fully paid health insurance in retirement for officers and their dependents. Nonetheless, in looking at another criteria required by Section 209.4 of the Civil Service Law, namely, the interests and welfare of the public, the Panel does not feel it is appropriate to make any changes to retiree health insurance at this time. Hence, since Village officers will continue receiving a less competitive retiree health insurance benefit, it is important that Village officers maintain their competitive benefit of fully paid health insurance for active employees. Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

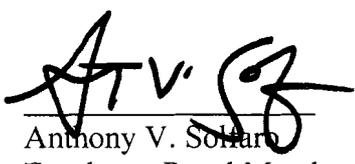
**AWARD ON ACTIVE EMPLOYEE HEALTH INSURANCE**

The Village's demand that PBA members contribute 15% toward the cost of health insurance is rejected. The status quo of 100% paid for health insurance shall remain as is.

\_\_\_\_\_  
Concur  
V  
Dissent

  
\_\_\_\_\_  
Mark Reinharz  
Employer Panel Member

X  
\_\_\_\_\_  
Concur

  
\_\_\_\_\_  
Anthony V. Solano  
Employee Panel Member

\_\_\_\_\_  
Dissent



**Panel Determination on Compensatory Time**

The Panel finds that a modest improvement in compensatory time is appropriate from a cap of 40 hours to a cap of 60 hours. This will allow PBA members to be somewhat more competitive in this area. At the same time, it does not add significantly more time that may be used as time off and should have a minimal effect on staffing for the Village. Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

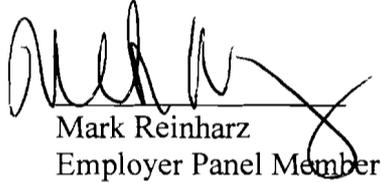
**AWARD ON COMPENSATORY TIME**

**ARTICLE 5 – HOURS OF WORK, WORK SCHEDULE, WORKWEEK AND OVERTIME:** (pp. 2-5)

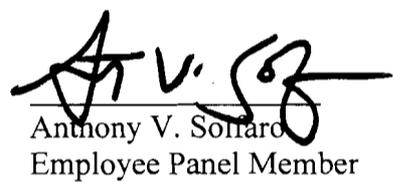
- **Section E - Compensatory Time:**

Insert “sixty (60)” where “forty (40)” appears.

\_\_\_\_\_  
Concur  
✓  
\_\_\_\_\_  
Dissent

  
Mark Reinharz  
Employer Panel Member

\_\_\_\_\_  
Concur  
x  
\_\_\_\_\_  
Dissent

  
Anthony V. Sollaro  
Employee Panel Member

**MEAL REIUMBURSEMENT FOR OFF-DUTY COURT APPEARANCES**

**PBA Position**

The PBA asserts an increase in the meal allowance from \$12 to \$14 per meal when officers appear for off-duty court appearances and when they attend police-oriented educational programs approved by the Chief of Police. The PBA maintains that these increases are warranted to allow officers to buy a decent meal while working for the

Village. They are also justified because they will place Village officers more in line with meal reimbursement rates provided.

**Village Position**

The Village asserts that the PBA's demand to increase the meal allowance is excessive and unreasonable. It maintains that this 16.66% increase is wholly unnecessary at a time when inflation is virtually non-existent.

**Panel Determination on Meal Reimbursement**

The Panel finds that the Village's current meal allowance of \$12.00 per meal is lower than generally recognized government guidelines for meal reimbursement when public sector employees travel on business in and out of Orange County (PBA Exhibit 31). It is for this reason that the Panel finds that the PBA's \$2.00 per meal increase is warranted effective February 28, 2010.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

**AWARD ON MEAL REIUMBURSEMENT**

**ARTICLE 6 – OFF-DUTY COURT APPEARANCES:** (p. 6)

- **Section D – Meal Reimbursement:** Amend amount as follows:

(N/C)

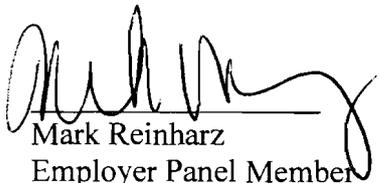
3/1/08

\$12.00 per meal for a maximum of \$36.00 per day.

(+\$2.00)

2/28/10

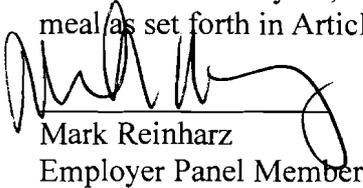
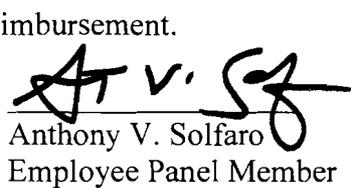
\$14.00 per meal for a maximum of \$42.00 per day.

<u>✓</u> Concur	 Mark Reinharz Employer Panel Member	<u>X</u> Concur	 Anthony V. Solfaro Employee Panel Member
<u>        </u> Dissent		<u>        </u> Dissent	

**ARTICLE 16 – EDUCATION:** (p. 10)

- **Section B** – Add the following at the end of the section to read as follows:

Effective February 28, 2010, an employee shall be reimbursed for each meal as set forth in Article 6 – Section D – Meal Reimbursement.

<u>✓</u> Concur	 Mark Reinharz Employer Panel Member	<u>X</u> Concur	 Anthony V. Solfaro Employee Panel Member
<u>        </u> Dissent		<u>        </u> Dissent	

**UNIFORM ALLOWANCE**

**PBA Position**

PBA members currently receive \$1,050 per year to maintain and care for a complete set of uniforms. The PBA proposes increases of \$100.00 per year for each of two years. It asserts that this is necessary in order for officers to not only maintain their relative standing regarding this benefit, but to also retain the buying power they currently enjoy. If no adjustment is made to this benefit, officers will lose money as they will have to incur additional costs without additional payments.

**Village Position**

The Village rejects the PBA’s uniform allowance demand. It argues that the Village has one of the most generous uniform allowance benefits in the County. It notes that the Village’s uniform allowance payments are more generous than approximately fifteen other jurisdictions in the County. Since there is no compelling need for any adjustments at this time, the Village urges the Panel to reject this proposal.

**Panel Determination on Uniform Allowance**

The Panel finds that a modest adjustment to the uniform allowance is warranted, specifically looking at the most comparable jurisdictions used in this Award.

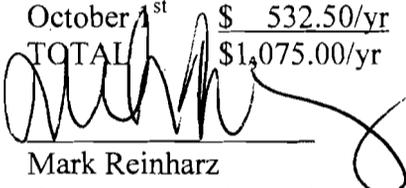
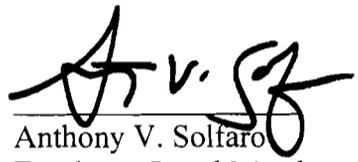
A \$25 increase for each of two years will provide PBA members to maintain their relative standing on this benefit and to keep pace with any increased costs associated with maintenance of uniforms.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

**AWARD ON UNIFORM ALLOWANCE**

**ARTICLE 7 – UNIFORMS AND EQUIPMENT:** (p. 6)

- **Section A – Uniform Allowance:** Amend the dates and amounts as follows:

	(+\$25.00)	(+\$25.00)	
	<u>3/1/08</u>	<u>3/1/09</u>	
✓	April 1 <sup>st</sup> \$ 532.50/yr	\$ 550.00/yr	
	October 1 <sup>st</sup> \$ 532.50/yr	\$ 550.00/yr	
	TOTAL \$1,075.00/yr	\$1,100.00/yr	
<u>Concur</u>	 Mark Reinharz Employer Panel Member	<u>x</u>	 Anthony V. Solfaro Employee Panel Member
<u>Dissent</u>		<u>Dissent</u>	

**DENTAL PLAN**

**PBA Position**

The PBA asserts that an increase in the dental amount contributed by the Village is warranted, in order to keep pace with increased costs. Since the Village's contribution

is a fixed amount of \$80 per month for individual coverage and \$90 for family coverage, PBA members are required to expend increased monies toward the cost of dental insurance each year. The PBA also asserts that its proposed increase of \$10 per month for both years toward individual coverage and \$25 per month toward family coverage is required so PBA members do not have to continue absorbing all of the increases toward the cost of dental premiums. It is also warranted because approximately half of the jurisdictions in the County fully contribute toward the cost of dental insurance, with the officers not having to contribute any monies.

### **Village Position**

The Village asserts that its limited resources should not be used to fund any benefit increases in this economic climate. It asserts that its current contribution is consistent with what other jurisdictions contribute toward health insurance.

### **Panel Determination on Dental Insurance**

The Panel finds that a modest increase toward dental insurance is warranted.

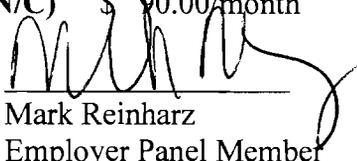
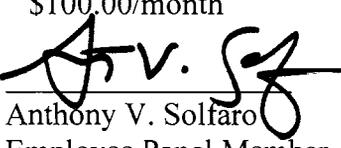
A \$10 monthly increase toward the cost of individual and family coverage is appropriate in the second year of the Award. This will allow PBA members to have some offset on any increases they incur toward the cost of dental premiums. At the same time, it is a fixed modest cost that the Village can manage.

Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

**AWARD ON DENTAL PLAN**

**ARTICLE 15 – DENTAL PLAN:** (p. 10)

- Amend the dates and amounts as follows:

	<u>3/1/08</u>		<u>3/1/09</u>
Individual	(N/C) \$ 80.00/month	(+\$10.00)	\$ 90.00
Family	(N/C) \$ 90.00/month	(+\$10.00)	\$100.00/month
			
Concur	Mark Reinharz Employer Panel Member	Concur	Anthony V. Solfaro Employee Panel Member
<hr/>		<hr/>	
Dissent		Dissent	

**BILL OF RIGHTS**

**Village Position**

Currently, the Agreement provides that only the Chief of Police may conduct an investigation into matters of potential discipline. The Village seeks a change to this provision so that the Chief or his/her designee may conduct an investigation into matters of potential discipline.

The Village asserts that there may be times when the Chief is unable to conduct an investigation because he/she is unavailable or because a conflict exists. In the Village's estimation, it is a fundamental management right to have the ability to decide who will conduct investigations into matters of discipline. The Village asserts it should be able to have the Chief and/or its counsel conduct the investigation.

**PBA Position**

The PBA expresses concern about the broad nature of the Village's proposal. It maintains that its members could be required to conduct an investigation into matters of

discipline, creating an inherent conflict of interest. For this reason, it urges the Panel to reject the Village's proposal.

**Panel Determination on Bill of Rights**

Upon review, the Panel finds that the Village's proposal has merit. The Village should have the right to have some discretion over the individual who will conduct its investigations into matters involving discipline. There may very well be instances when it is not appropriate for the Chief to conduct an investigation due to a conflict or for some other reason. The Village should be able to designate its counsel or some other qualified individual to assist in this matter.

At the same time, the PBA expresses legitimate concern about the broad nature of the Village's proposal. It is prudent to craft the Village's proposed change to allow the Chief to designate an individual(s) to assist him/her in the investigation of discipline, as long as it is not a PBA member.

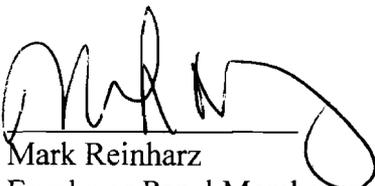
Accordingly, and after careful consideration of the statutory criteria, testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

**AWARD ON BILL OR RIGHTS**

**ARTICLE 18 – BILL OF RIGHTS:** (p. 11)

Insert a sentence following the existing 4<sup>th</sup> sentence to read as follows:

Effective February 28, 2010, investigations of employees shall be conducted by the Chief of Police or designee, which shall not be any employee within the bargaining unit.

Concur   
   
 Mark Reinharz   
 Employer Panel Member   


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 Dissent

Concur   
   
 Anthony V. Solfaro   
 Employee Panel Member   


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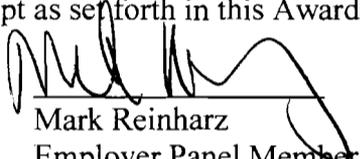
 Dissent

**REMAINING ISSUES**

The Panel has reviewed in great detail all of the demands of both parties, as well as the extensive and voluminous record in support of those demands. The fact that those demands have not been specifically addressed in this Opinion and Award does not mean that they were not closely studied and considered in the context of terms and benefits by the Panel members. In interest arbitration, as in collective bargaining, not all proposals are resolved, and not all contentions are agreed with. The Panel, in reaching what it has determined to be fair result, has not made an Award on all of the demands submitted by each of the parties.

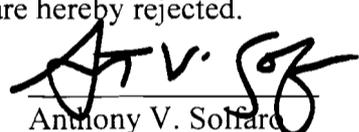
**AWARD ON REMAINING ISSUES**

Except as set forth in this Award, the Village's demands are hereby rejected.

Concur   
   
 Mark Reinharz   
 Employer Panel Member   


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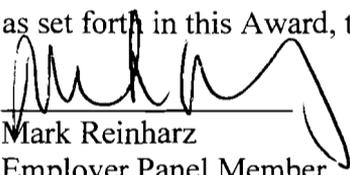
 Dissent

Concur   
   
 Anthony V. Solfaro   
 Employee Panel Member   


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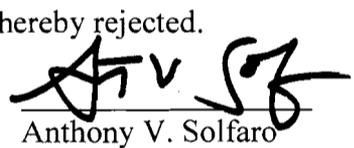
 Dissent

Except as set forth in this Award, the PBA's demands are hereby rejected.

Concur   
   
 Mark Reinharz   
 Employer Panel Member   


---

 Dissent

Concur   
   
 Anthony V. Solfaro   
 Employee Panel Member   
   
 Dissent

The following demands are agreed upon by the parties, and no analysis is required:

- A. **HOUSEKEEPING**: Delete agreed on dates in CBA that are no longer applicable.
- B. Update language in Article 23 so it conforms with other parts of the CBA as follows:

**ARTICLE 23 – GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE:**  
(pp. 14-25)

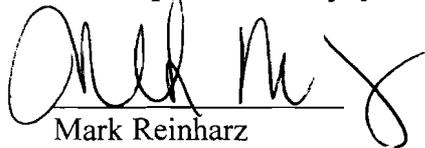
- **Section 2(F)** – Section 207-c Benefits:

- (6) Amend to read as follows: **(NOTE: only updates example based on uniform allowance amount contained in this Award).**

Uniform allowance which shall be paid and prorated on the next payment after a disability injury (e.g., if paid the full amount for 2008 of \$1,075.00, and then out on GML §207-c for the period of October 2, 2008 through March 31, 2009, the April 1, 2009 payment shall be \$275.00 instead of \$550.00).

- (NEW)** (9) Be paid night differential for the duration of the injury or illness. **(NOTE: See Article 5(B) Work Schedules – the language provides for payment if out on GML §207-c. Not substantive).**

✓  
Concur

  
\_\_\_\_\_  
Mark Reinharz  
Employer Panel Member

x  
Concur

  
\_\_\_\_\_  
Anthony V. Solfaro  
Employee Panel Member

\_\_\_\_\_  
Dissent

\_\_\_\_\_  
Dissent

**RETENTION OF JURISDICTION**

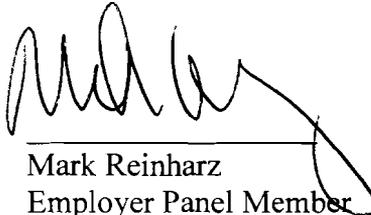
The Panel Chairman hereby retains jurisdiction of any and all disputes arising out of the interpretation of this Award.

In addition, both parties have filed improper practice charges at the Public Employment Relations Board (PERB) (Village – PERB Case No.: U-28935, PBA – PERB Case No.: U-28973), asserting that one or more of the other parties’ demands is not the proper subject for this proceeding. The Panel retains jurisdiction over the matters contained in the parties’ respective Improper Practice Charges until such time the PERB determines that the subject matter(s) are appropriately before this Panel for an Award.

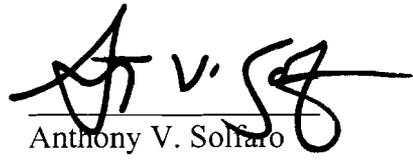
**RETROACTIVITY**

The Village shall provide full retroactivity to any unit member who was employed during any period incorporated by the term of this Award. The Village shall provide a worksheet to any unit member who was employed during any period incorporated by the term of this Award no later than thirty (30) calendar days after the date of the Panel Chair’s signature on the Award. The Village shall implement the terms of this Award no later than one (1) full pay period after the date of the Panel Chair’s signature on the Award.

  
\_\_\_\_\_  
Concur

  
\_\_\_\_\_  
Mark Reinharz  
Employer Panel Member

  
\_\_\_\_\_  
Concur

  
\_\_\_\_\_  
Anthony V. Solfraro  
Employee Panel Member

\_\_\_\_\_  
Dissent

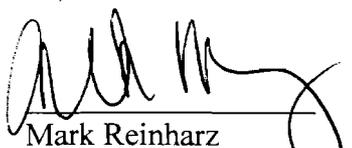
\_\_\_\_\_  
Dissent

**DURATION OF AWARD**

Pursuant to the provisions of Civil Service Law Section 209.4(c)(vi) (Taylor Law); this Award is for the period commencing March 1, 2008 through February 28,

2010.

✓  
Concur

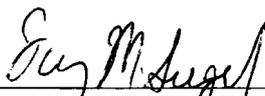
  
Mark Reinharz  
Employer Panel Member

x  
Concur

  
Anthony V. Solfaro  
Employee Panel Member

        
Dissent

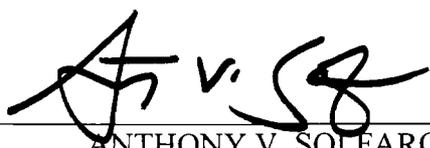
        
Dissent

  
\_\_\_\_\_  
JAY M. SIEGEL, ESQ.  
Public Panel Member and Chairman

5/19/10  
Date

  
\_\_\_\_\_  
MARK REINHARZ  
Employer Panel Member

3/10/10  
Date

  
\_\_\_\_\_  
ANTHONY V. SOLFARO  
Employee Organization Panel Member

5/17/10  
Date

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

On this 19<sup>th</sup> day of May 2010 before me personally came and appeared Jay M. Siegel, Esq., to be known and known to me to be the individual described in the foregoing Instrument, and he acknowledged the same to me that he executed the same.

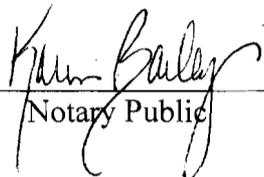
**KATHLEEN DUFFETT**  
Notary Public, State of New York  
No. 02DU6128192  
Qualified in Putnam County  
Commission Expires 06/06/20 13

  
\_\_\_\_\_  
Notary Public

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

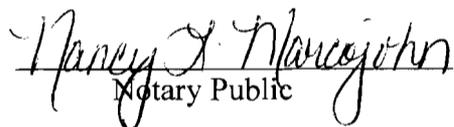
On this 10<sup>th</sup> day of May 2010 before me personally came and appeared Mark Reinharz, Esq. to be known and known to me to be the individual described in the foregoing Instrument, and he acknowledged the same to me that he executed the same.

**KARIN BAILEY**  
Notary Public, State of New York  
No. 31-1916675  
Qualified in Nassau County  
Commission Expires December 28, 19 2013

  
\_\_\_\_\_  
Notary Public

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

On this 17<sup>th</sup> day of May 2010 before me personally came and appeared Anthony V. Solfaro to be known and known to me to be the individual described in the foregoing Instrument, and he acknowledged the same to me that he executed the same.

  
\_\_\_\_\_  
Notary Public

**NANCY L. MARCOJOHN**  
Notary Public, State of New York  
No. 4988931  
Qualified in Ulster County  
Commission Expires Nov 13, 2013

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

----- X

In the Matter of the Compulsory Interest  
Arbitration between

VILLAGE OF WASHINGTONVILLE POLICE  
BENEVOLENT ASSOCIATION, INC.,

PERB Case No. IA-2008-23

Petitioner/Employee Organization,  
- and -

**Dissenting Opinion of Public  
Employer Member Regarding  
Award of Interest Arbitration  
Panel**

VILLAGE OF WASHINGTONVILLE,

Respondent/Public Employer.

----- X

The following constitutes the dissenting opinion of the duly appointed Public Employer Panel Member in the above-captioned matter.

As noted in the Award,

the Village is suffering the effects of one of the greatest economic recessions in this country's history. New York State lost 236,000 non-farm jobs in the last year alone. Unemployment in Orange County is extremely high at 8.2%.

Award at p. 8.

The New York State Comptroller, in its 2009 annual report, has reported that:

The nation, the State and New York's local governments continue to struggle financially during the current economic downturn. . . . New York State may face a current year budget gap of as much as \$4.1 billion this year and \$38 billion through 2012-13 – a reflection of Albany's structurally imbalanced budgets that too often put off hard choices. The structural imbalance in the State budget puts our local government partners in a perilous and unpredictable situation. More than 65 percent of State General Fund spending represents grants to local governments. In 2007, State aid represented nearly a quarter of local government revenues – second only to real property taxes. The State must find ways to balance the budget without simply shifting the fiscal burden to

local governments and to property owners, who are already among the most highly taxed in the country.

(V. Ex. 4A, at p. 3).

Recognizing the catastrophic issues faced by New Yorkers, the Award notes that the poor economy

has already weakened State revenues and will continue to have an adverse effect on State and local government budget revenues. The fact is that there are fewer wage earners in New York State who are paying taxes and this has a severe effect on local governments like the Village.

Award at p. 9.

Not surprisingly Village revenues are decreasing. Mortgage tax and sales tax revenues are down. Home prices are declining. And the Village itself has a sample tax base comprising mostly of residential properties

Notwithstanding these stark realities, the Panel has issued an award of 3.5% for the first year of the Award and 3.5% in the second year. Officers on “top” step receive slightly more. Essentially under the guise of the statutory criteria, the Panel is forcing a costly award upon a municipality. Any individual or family experiencing these kinds of financial problems would never go out and deliberately increase its expense by more than 7% over the next two years. What rational person or company would increase its budget by these amounts when its revenues are down and its prospects remain bleak?

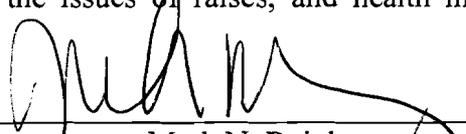
The Panel notes that “the record establishes that the Village has done an excellent job of managing its resources.” Award at p. 9. The fact that the Village has been fiscally prudent in years past has thus come back to haunt it. Of course the Village can pay these increases. All it has to do is tax its residents more — the same residents who have lost their jobs or have seen their home values decline or perhaps have even been subject to foreclosure. But that is what the taxpayers of the Village are forced to endure. Where the money will come from is anyone’s guess, but the taxpayers will surely feel the heat.

The Village of Washingtonville Police force, as presently constituted, are a group of dedicated individuals who perform vital services. But even these individuals in these extraordinary times must recognize that the taxpayers are at their limits. Schools are cutting teachers, other staff and salaries. Cuts in parks, recreation, transportation, etc. are the norm. Even with these broad cuts in services, taxes will increase. Businesses are laying off individuals and the recession still looms large. High unemployment rates have not gone away. Requiring the Village to expand its budget under these circumstances is simply not fiscally prudent.

At the same time that increases are being doled out, the Village’s health insurance expenditures continue to rise. A family health plan that cost \$7,081.92 in 2000 cost \$15,286.04 in 2009. Asking for police officers to contribute towards premium costs when lower paid Village

employees contribute makes sense. Indeed, DPW employees, all employees hired after March 1, 2002 contribute 15% of the cost of their insurance. Police dispatchers hired after March 1, 2002 must also pay 15% of the cost of their healthcare. Many of these individuals earn less than half of what the police officers earn. With the ever increasing cost of health insurance, all Village employees should share in lessening the Village's burden.

In short, I respectfully dissent from the award on the issues of raises, and health insurance contributions for current employees.



---

Mark N. Reinharz  
Public Employer Panel Member

Sworn to before me this 10 th  
day of May, 2010



KARIN BAWLEY  
Notary Public, State of New York  
No. 31-1-11  
Qualified to perform duties  
Commission Expires December 23, 2013

**STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD**

-----X  
**In the Matter of Compulsory Interest Arbitration**

- between -

**PERB Case No. IA2008-023; M2008-185**

**WASHINGTONVILLE POLICE BENEVOLENT  
ASSOCIATION, INC.,**

**Petitioner,**

- and -

**OPINION OF ANTHONY V.  
SOLFARO, EMPLOYEE  
ORGANIZATION PANEL  
MEMBER, CONCURRING  
IN PART AND DISSENTING  
IN PART**

**VILLAGE OF WASHINGTONVILLE,**

**Employer/Respondent.**

-----X

My separate opinion is offered to point out what I believe to be major inconsistencies between the Panel Chairman's findings and rationale and the substantive awards on wages and retiree health insurance.

The Panel Chairman concludes correctly that the relevant comparables are police departments within Orange County. As he found, the police officers in most of those departments have received wage increases higher than those awarded by this Panel. The Panel Chairman also finds, again correctly, that the Village has the ability to pay the wage demands as proposed by the PBA.

Notwithstanding this, the Panel has awarded an increase to base wages at percentage rates lower than that which prevail in the market. The Chairman justifies that result with an observation that the country and this state are coming off an economic tailspin. Although that is probably accurate as to certain parts of the country and parts of New York State, that is not accurate as to this Village. According to the Chairman's findings, again correct, this Village has maintained a "strong" financial position throughout any alleged economic crisis and remains in that favorable position to date.

This Panel cannot logically or consistently with the Taylor Law criteria it must apply base an award on economic conditions that may exist elsewhere but not in this Village.

Moreover, to the extent there are any lingering effects of any such alleged economic tailspin, they surely also affect other governments within Orange County, yet the police officers employed by those other governments have fared better than have Washingtonville police officers under this award.

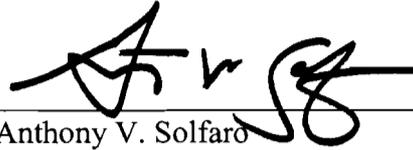
Based on the record evidence and the statutory criteria, the award on base wages should have been at higher percentages and improvements should have been made to the existing differentials and longevity that the Panel majority has frozen at levels predating arbitration.

I concur on the base wage award only because Mr. Reinhartz's dissent on that issue effectively forces me to do so and I dissent as to the award regarding differentials and longevity.

The majority award on retiree health insurance benefits suffers from the same inconsistent application of fact findings and rationale.

The Panel Chairman finds, again correctly, that the existing retiree health insurance benefits for Washingtonville police officers are below the benefit prevailing within Orange County and that there exists an ability for the Village to pay for at least some improvement to the existing benefit. To award no change to the current retiree health care benefit is, once again, not a result that is consistent with the record or any of the statutory criteria this Panel must apply in making its award.

Many other governments within Orange County whose finances are worse than or at least on par with the Village of Washingtonville's offer retirees greater health care benefits than those made available on retirement to the Village's police officers. As those governments have been able to do that, so can this Village. It simply chooses not to do so for political reasons. The Panel should have improved the existing retiree health care benefits. Therefore, I dissent from the status quo award upon this life necessity.



Anthony V. Solfaro  
Employee Organization Panel Member

Sworn to before me this  
17<sup>th</sup> day of May 2010



Notary Public

**NANCY L. MARCOJOHN**  
Notary Public, State of New York  
No. 4988931  
Qualified in Ulster County  
Commission Expires Nov 13, 20 13