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STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

CONCILIATION

CASE NO. IA 86-24; M86-260

In the Matter of the Impasse Between

Village of Goshen

and

Village of Goshen P.B.A.

AWARD OF

PUBLIC

ARBITRATION

PANEL

ARBITRATION PANEL

THOMAS F. CAREY, Chairman, Public Panel Member

TERENCE O'NEIL, Employer Panel Member

DAVID SCHLACTER, Employee Panel Member

APPEARANCES

VILLAGE

BOB WEINBERGER
MARK REINHARZ
RONALD J. BALLY

TRUSTEE, VILLAGE OF GOSHEN
RAINS AND POGREBIN, PC
VILLAGE CLERK

ASSOCIATION

ED FENNELL
JOHN P. HENRY
RICHARD BUONO

WITNESS

FEDERATION OF POLICE
VILLAGE OF GOSHEN PBA, PRESIDENT

POSITION OF THE ASSOCIATION

The Association submitted the following twenty (20) demands to the Panel for its adjudication:

The existing agreement shall continue in all respects except as modified below:

1. The duration of the agreement shall be from June 1, 1986 through May 31, 1987.

2. The salary schedule shall be revised as follows:

First year	\$19,082
Second year	20,587
Third year	22,090
Fourth year	23,595
Fifth year	25,099

Corporal	26,721
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Sergeant	28,812
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Section 3 shall be conformed to provide that the differentials be based upon a fifth year salary.

3. The uniform allowance shall be increased by \$100.

4. The Village shall contribute \$500 per member to a Welfare Fund.

5. The Village shall adopt the provisions of retirement and Social Security Law Section 384 d.

6. The number of personal days shall be increased by 2.

7. The number of sick leave days shall be increased by 3.

8. Compensation for unused sick time shall be modified to provide as follows:

10 years	50%
15 years	75%
25 years	100%

9. The number of holidays shall be increased to 14.

10. Thanksgiving and July 4th should be added to the holidays listed in Article XIV, Section 4.

11. The vacation schedule shall be modified as follows:

1st year	15 days
5th year	20 days
10th year	25 days
20th year	30 days

12. Longevity shall be increased as follows:

10th year	\$1,000
15th year	2,500
20th year	4,500

13. Minimum recall shall be increased to five hours in all circumstances.

14. The parties shall make provisions for payment of an agency fee by non-members of the PBA who are members of the bargaining unit.

15. In the event that there are fewer than two Police Officers (other than command officers) assigned to a shift, those assigned shall be compensated at the rate of time and one half the amount to which they would otherwise be entitled.

16. The Village shall provide the Federation optical plan.

17. The cost of all dry cleaning shall be paid by the Village.

18. In the event that an Officer's personal property is damaged while on duty, the Village shall reimburse the employee for the cost of repair or replacement.

19. The Village shall pay the full cost of tuition and books for all College credits earned by a Police Officer relating to all law enforcement or in pursuing a Law Enforcement degree.

20. When an officer is to march in a parade when on duty, he is to be paid a full 8 hours' pay and not work the rest of shift after the march. When an officer marches on off-duty time, he is to be paid 8 hours overtime and not work the rest of the shift after marching.

SUMMARY OF ASSOCIATION'S POSITION

The Association submits that Goshen is in the "middle range," it is not the best or the worst in the County. Even though the Village has a relatively small Police Department, the wage adjustment should be comparable to the increases given to other police officers in the County.

The Union contends that the percentage increases received by other police units in the County are more than the 5% given other Village employees. Association members should be able to maintain the existing wage relationship it now has with police officers in these other municipalities. It points out that Goshen police have the "longest" salary schedule in the County with seven (7) steps to reach maximum.

POSITION OF THE VILLAGE

The Village submitted the following twelve (12) demands to the Panel for its adjudication:

1. Page 5, Article 6, Section 1, Overtime - Add: "at the option of the Village within the parameters of the Fair Labor Standards Act"
2. Page 5, Article 8, Uniform Allowance - Reduce from \$450 to \$300
3. Page 6, Article 9, Section 1, Health Insurance - Add "The rate of contribution for the Village shall be 75%"
Section 3, Health Insurance For Those With Less Than 20 Years of Service - Delete
Section 4 - Delete
4. Page 8, Article 7, Section 1, Personal Leave - Reduce from 4 days to 2 days
5. Page 8, Article 12, Section 1, Sick Leave - Reduce from 13 days to 10 days

6. Page 8, Article 12, Section 3, Illness In Family - Delete "illness to members of their immediate family"

7. Page 8, Article 12, Section 5, Reimbursement For Unused Sick Time - Change the second and third paragraphs to read as follows: "After 25 years of service -- 25% of their accumulated unused sick leave."

8(A). Page 10, Article 14, Section 4, Holiday Overtime - Delete

9. Page 10, Article 15, Section 1, Vacation - Delete "after 20 years -- 25 days"

10. Page 13, Article 17, Section 4, Grievance Procedure - Delete first sentence re disciplinary

11. Page 15, Article 20, Longevity - Delete

12. Page 16, Article 22, Duration - 2 years

SUMMARY OF VILLAGE'S POSITION

The Village contends that in comparable wages and benefits that its police officers are at or near the top for the area. It notes that its tax rate is the highest among comparable communities and is second highest in the County. The existence of the highest percentage of tax exempt properties in the County is also stressed. The County indicates that it is within 29% of its tax limits with 35-40% being the average.

It argues that any increases to its police officers should only be comparable to the increases granted to other Village employees. The increases in the costs of Health Insurance premiums has had a significant fiscal impact on the Village and cannot be ignored.

CONCLUSION AND FINAL DETERMINATION OF THE PANEL CHAIRMAN AND MAJORITY

The twenty (20) demands of the PBA which were submitted to the Panel if granted, included an 8% wage proposal. Conversely, the Village submitted twelve (12) demands to the Panel with a wage proposal that would limit any wage package to approximately 5 - 5 1/2% depending on the number of years involved.

Given such wide disparity in the relative positions of the Parties at this late stage of the negotiations process, it is understandable why a unanimous Award of the three Panel members is not possible. At this late stage of the process any effort to address each and every Contract issue raised by either Party would be both illusory and dysfunctional. This is not to conclude that these issues are not important to the Parties, but rather that they are remanded to the Parties for a resolution during subsequent negotiations. Accordingly, only the following nine (9) issues were deemed both essential and achievable within any reasonable application of the statutory criteria:

- | | |
|----------------------|---------------------------------------|
| 1) Overtime | 6) Recall |
| 2) Uniform Allowance | 7) Reimbursement-Personal
Property |
| 3) Health Insurance | 8) Salary |
| 4) Sick Days | 9) Duration |
| 5) Holidays | |

Considerable discussion and debate ensued during the course of the hearing as to a proper basis for comparison to Goshen. The Association stressed the larger region of the County, while the Village urged the use of other villages of a comparable population and size of department. An analysis of the demographics presented indicates the population in the communities that comprise Orange County ranges from 2500 (Chester) to 23,600 (Town of Newburgh). The size of the police forces range from three (3) (Cornwall) to sixty-eight (68) (City of Newburgh). Using those two criteria a basis can be established to use the following communities as comparable to Goshen:

Table A
ORANGE COUNTY COMMUNITIES:
POPULATIONS AND SIZE OF POLICE FORCE

<u>Town</u>	<u>Tax Rates</u>	<u>Population</u>	<u>Size of Force</u>
Village of Goshen	43.75	5,200	12
Village of Monroe	41.72	6,800	11
Village of Walden	43.20	5,800	8
Village of Warwick	47.28	5,050	9

Specifically, the Panel externally compared Goshen police officers to their counterparts in three (3) comparable communities in particular and to the County in general, and internally to other Village Agreements.

The comparison of Goshen police with officers in the three (3) selected comparable communities in several key contract areas reveals the following:

<u>Issue</u>	<u>Goshen</u>	<u>Table B</u>		<u>Walden</u>	<u>Warwick</u>
		<u>Monroe</u>	<u>Monroe</u>		
1) Overtime	Cash/Time Member option	Cash/Time Chief option		Cash	Cash/Time If replace. not on o/t
2) Uniform Allowance	450	350 +350 Clean.		700	400
3) Sick Days Family Illness	Yes (no limit)	No		w/Village Approval	No
4) Paid Holidays	10	12		12	13
5) Salary					
A) Max. Salary 1985	22,817	23,057		22,707	22,227
B) <u>Salary Increases</u>					
1985	7	7		8	6.2-6.5
1986	-	6		8	6.7
1987	-	6		6	6
C) Years to Max. Salary	7	6		6	6

ANALYSIS OF THE SPECIFIC DEMANDS AND

DETERMINATION OF THE PANEL CHAIRMAN

In determining an appropriate wage settlement, not only must the statutory criteria be examined but the overall cost of the

"package" must conform to other settlements in comparable jurisdictions. While the "universe of comparison" in the statistics presented to the Panel was County-wide in scope, the chairman of the Panel concentrated his analysis on the more comparable communities. As noted heretofore, those comparable communities were found to be Walden, Warwick and Monroe.

ISSUE #1: OVERTIME (Article 6)

A. Position of Association

The Association opposes the change proposed by the Village and asserts that there have been no cited abuses.

B. Position of Village

That Article 6, Section 1 be amended to include the words: "at the option of the Village within the parameters of the Fair Labor Standards Act."

C. Analysis and Recommendations

The Village seeks to modify the language of the agreement so as to limit the selection of overtime pay and compensatory time off for overtime served as an option reserved by the Village. The Association notes the clause has been in the Agreement for a long time and it has not been abused.

The record shows that while overtime has been granted, there is no demonstrated pattern of abuse or that a problem of replacement coverage was evident. If those facts change a case for some equi-

table limitation could be made. Absent such a showing, no persuasive basis is found for the change sought by the Village.

ISSUE #2 - UNIFORM ALLOWANCE (Article 8)

A. Position of Association

That the uniform allowance be increased by \$150.

B. Position of Village

That the uniform allowance be reduced from \$450 to \$300.

C. Analysis and Recommendations

The current \$450 uniform allowance is somewhat higher than the three (3) area comparable communities. It is lower than some of the other area communities, several of whom have a \$500 uniform allowance with at least one community also granting an additional \$400 cleaning allowance.

The present \$450 allowance is for the replacement of uniforms and equipment. Accordingly, it is recommended that a \$50 annual uniform cleaning allowance be provided effective June 1, 1987.

ISSUE # 3 - HEALTH INSURANCE (Article 9)

A. Position of Association

The Association argues that the increases in premiums for health insurance should not be borne by either existing officers or "new" hires.

B. Position of Village

That Article 9, Section 1, Health Insurance be amended to read:
"the rate of contribution for the Village shall be 75%.

That Article 9, Section 2 be deleted.

That Article 9, Section 3 be deleted.

That Article 9, Section 4 be deleted.

C. Analysis and Recommendations

Subsequent to the close of the formal hearing, governmental sub-divisions were informed of significant increases in premiums for health insurance proposed by the major carrier of such insurance. Without State intervention, it is clear that Goshen and other municipalities throughout the State are faced with an unpredicted fiscal liability. As serious as that reality is, it does not provide a sufficient basis to single out one class of Village employees and require them to pay 25% of the premium that other Village employees do not have to pay. What happens to this issue in the future is properly for the Parties to bargain.

Accordingly no change or reduction in the existing level of benefits is warranted at this time.

ISSUE #4 - SICK DAYS (Article 12)

A. Position of Association

1. That the number of sick leave days shall be increased by 3.
(Article 12, Section 1)

2. That the compensation for unused sick days be modified to provide:

10 years 50%

15 years 75%

25 years 100%

(Article 12, Section)

B. Position of Village

1. That the number of sick leave days be reduced from 13 days to 10 days (Article 12, Section 1)

2. That the provision for reimbursement of unused sick days be changed to read: "after 25 years of service 25% of their accumulated unused sick leave" (Article 12, Section 5)

3. That the provision in Article 12, Section 3 for "Illness to members of their immediate family" be deleted.

4. That Article 12, Section 4, Doctor's Certificate, be changed to read: "The Village may require acceptable medical verification when it has reasonable grounds to believe that an employee is unable to return to work or is not legitimately ill. The Village may require an employee to visit his doctor if it deems it necessary.

C. Analysis and Recommendations

While several proposals and counterproposals are advanced by the Parties the major area of dispute appears to focus on the issue of the use of sick days for "illness in the immediate family."

Sick leave is an essential element in most negotiated agreements. The current agreement provides for thirteen (13) days of sick leave per year with an accumulation up to 180 days. Sick leave provisions in the area for the most part do not provide for "illness

in the immediate family." Nonetheless this is a provision the Parties negotiated into their Agreement at some point in the past. While no basis exists to eliminate such a benefit, a persuasive argument is raised that there should at least be a "cap" on the number of sick days that can be utilized for such a purpose.

Accordingly, the contract will be modified to permit the use of sick leave with pay for "illness in the immediate family" to five (5) days per year on a non-cumulative basis.

ISSUE #5 - HOLIDAYS (Article 14)

A. Position of Association

That the number of holidays be increased to 14.

That Thanksgiving and July 4th should be added to the holidays listed in Article 14, Section 4.

B. Position of Village

That Article 14, Section 4 provision for Holiday overtime be deleted.

C. Analysis and Recommendations

A review of the paid holidays enjoyed by other comparable communities in the region indicates that twelve (12) paid holidays are the average. At the present time Goshen police officers only received ten (10) paid holidays.

Accordingly, effective June 1, 1987 the number of paid holidays shall be increased by one (1) holiday. The Parties are to meet and agree on the date selected based upon departmental needs.

ISSUE #6 - RECALL

A. Position of Association

Minimum recall shall be increased to 5 hours in all circumstances.

B. Position of Village

No change.

C. Analysis and Recommendations

At the present time a Goshen police officer is entitled to a minimum of three (3) hours overtime pay if called in to perform his normal duties during his off hours. If called in his off duty hours to report to court on official Police business, he is only entitled to a minimum of two (2) hours overtime.

Time lost from an officer's normal day off for either reason is still time lost. No persuasive basis exists for the distinction. Accordingly if an officer is "called in" for either of the two stated reasons he shall be entitled to three (3) hours overtime.

ISSUE #7 - REIMBURSEMENT FOR DAMAGE TO PERSONAL PROPERTY

A. Position of Association

In the event than an officer's personal property is damaged while on duty, the Village shall reimburse the employee for the cost of repair or replacement.

B. Position of Village

No change.

C. Analysis and Recommendations

The existing Agreement provides \$450 per year for the "replacement" of uniforms and equipment. Presumably such a provision allows for normal wear and tear. However, it does not provide for the loss of "personal property."

Given the wide range of the value of the personal property that an officer may elect to wear or bring with him on the job, limits as to reimbursement are completely proper and reasonable. Accordingly, the Village will reimburse an officer up to \$50 for any loss of personal property made during the course of making an arrest or other incidents where in performing his police duty physical interaction became necessary.

ISSUE #9 - SALARY SCHEDULE (Article 5)

A. Position of Association

That the salary schedule be revised as follows (Article 5):

First year	\$19,082
Second year	\$20,587
Third year	\$22,090
Fourth year	\$23,595
Fifth year	\$25,099

Corporal	\$26,721
Sergeant	\$28,812

Section 3 shall be conformed to provide that the differential is based upon a fifth year salary.

B. Position of Village

The wages currently paid to Goshen police officers are high in comparison to the area. Any wage adjustment should be comparable to

the wage adjustments paid other Village employees in their three (3) year Agreement, that is 1986 - 5%, 1987 - 5 1/2%, 1988 - 5 1/2%.

C. Analysis and Recommendations

The proposal of the Association seeks to reduce the number of steps in the salary schedule from 7 to 5. While wage adjustments for other police units in the area were approximately 6% there is no indication that the number of Steps were also reduced. Admittedly, Goshen police officers may take more years to achieve maximum salary.

Given the 5 1/2% adjustments for other Village employees, a basis exists for a similar wage adjustment for police but with the number of steps being reduced from 7 to 6. Accordingly we award as follows:

Year 1	5 1/2% across the board
Year 2	5 1/2% across the board plus a one step reduction in the Guide. This shall be accomplished by applying the 5 1/2% increases to the start and top rates, taking the difference between those figures, and dividing it equally into the 6 steps.

ISSUE # 9 - DURATION OF AGREEMENT (Article 22)

A. Position of Association

The Agreement shall run from June 1, 1986 through May 31, 1987.

B. Position of Village

The Agreement should be for two (2) years.

C. Analysis and Recommendations

The Parties have been without an agreement since May 31, 1986. Even with a two (2) year award, they will have to go back to the negotiating table prior to May 31, 1988. Accordingly, a two year Agreement is deemed both proper and appropriate.

Given the somewhat modest cost of the final wage determination in comparison to the already approved budget, the Village's relatively stable tax and fiscal climate, and the minor impact on the Village's tax rate, the Chairman of the Panel determines the package to be reasonable and within the statutory requirements.

Concur on Issues # 1-9
Dissent on Issues _____

Thomas F. Carey
THOMAS F. CAREY
Chairman of the Panel

Dated: 2/20/88

STATE OF NEW YORK
COUNTY OF NASSAU

On this 20 day of February 1988,
before me personally came and
appeared to me known and known
to me to be the individual de-
scribed in and who executed the
foregoing instrument and he
acknowledged to me that he ex-
ecuted the same.

James Joseph Glennon
JAMES JOSEPH GLENNON
NOTARY PUBLIC, State of New York
No. 30 65-13135
Qualified in Nassau County
Commission Expires SEP 30, 1988

Concur on Issues All except
Dissent on Issues Village Property 1, 3, 6, 9

Terence O'Neil
TERENCE O'NEIL, ESQ.
Board Panel Member

Dated:

STATE OF NEW YORK
COUNTY OF Nassau
Sonia Lawrence Bedneal
SONIA LAWRENCE BEDNEAL
Notary Public, State of New York
No. 01-4894014
Qualified in Nassau County
Commission Expires May 11, 1989

On this _____ day of _____ 1988,
before me personally came and
appeared to me known and known
to me to be the individual de-
scribed in and who executed the
foregoing instrument and he
acknowledged to me that he ex-
ecuted the same.

Concur on Issues All except 2, 3, 4, 5, 6, 7, 8, 9
Dissent on Issues _____

David Schlacter
DAVID SCHLACTER, ESQ.
Employee Panel Member

Dated: 2-24-88

STATE OF NEW YORK
COUNTY OF Suffolk

On this 29th day of February, 1988,
before me personally came and
appeared to me known and known
to me to be the individual de-
scribed in and who executed the
foregoing instrument and he
acknowledged to me that he ex-
ecuted the same.

Donna A. McHugh
DONNA A McHUGH
Notary Public State of New York
No. 4718078
Qualified in Suffolk County
Commission Expires 8/31/88

STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Arbitration Between the*

Village of Goshen

and

Village of Goshen P.B.A.

STATEMENT OF

CHAIRMAN OF

PUBLIC

EMPLOYMENT

ARBITRATION

PANEL FEB 25 1987

CONCILIATION

Pursuant to the provisions of Section 209.4 et seq of the Civil Service Law, a Public Arbitration Panel has been designated for the purpose of making a just and reasonable determination of this suit. The following individuals were designated on January 21, 1987 to serve as a Compulsory Interest Arbitration Panel in this proceeding:

Thomas F. Carey, Public Panel Member and Chairman

Terence M. O'Neil, Esq., Employer Panel Member

David Schlacter, Employee Organization Panel Member

The Panel is charged in such proceedings under Section 209.4 to heed the following statutory guidelines and to specify the basis for its findings.

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

- a. comparison of the wages, hours, and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) education 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.

The Panel conducted its hearings in Goshen, New York on April 6 and October 7, 1987. The Employer and Employee Organization were present and they were afforded full opportunity during this hearing to present evidence and argument in support of their respective contentions.

The Public Arbitration Panel accepted the stipulation of the Parties that their Joint, Association and Village submissions would, along with their exhibits, represent the entire official record of the instant proceedings. The Parties agreed to waive the requirement for a transcript of the hearings.

After the closing of the hearing, the Panel met in executive session and deliberated on the open issues, which were presented

to it in the Petition for Compulsory Interest Arbitration filed by the Employee Organization, and the Response submitted by the Village. The results of these deliberations are contained in the Award issued by the Panel on February 10, 1988. No items were agreed upon.

A contract for two (2) years is awarded, since the Parties would otherwise be back to negotiations after a one (1) year agreement had expired. Mr. O'Neil, the Employer Panel Member, Mr. Schlacter, the Employee Panel Member, and the Chairman were not able, even after considerable discussion, exchange, and review at several extended meetings of the Panel, to unanimously agree on any issue except the duration of the award. Nonetheless, the Chairman would like to commend both of the gentlemen for the insight and diligence they brought to the task.

The Panel took into consideration the fact that evidence and argument in the record with respect to all the items involved in the proceedings had been presented at the hearings and made determinations based upon such evidence and argument.

BACKGROUND

The bargaining unit consists of twelve members. The Village of Goshen P.B.A., hereinafter called the Association, represents the following:

<u>RANK</u>	<u>NUMBER OF</u>
Sergeant	2
Police Officer	8

The Chief and one part-timer are not in the unit.

GENERAL PROCEDURES

1) All requests for economic improvement were evaluated in accordance with the testimony, argument, and data submitted, and weight was given, in addition to other criteria, to salaries, benefits and contract settlements in comparable communities; salary improvement for other Village employees; changes in the Cost of Living, the financial position of the Village, and the like.

2) In those impasse issues, where one Party requested a change in wording of a previously negotiated and accepted non-economic contract provision in the existing contract, and the opposing Party insisted on the status quo, the Panel, in addition to other criteria, has sought to determine from the evidence submitted the extent to which: (a) the Party requesting the change has been harmed by the inclusion of that provision in the contract, or (b) the Party resisting the change has been abusive of the privileges afforded to it by said clause.

3) In those impasse issues, where one Party requested the inclusion of a new contract provision and the other Party opposed it, the Panel, in addition to other criteria, has sought to determine from the evidence submitted the extent to which: (a) the Party

requesting the inclusion has been handicapped by its omission, or
(b) how the Party resisting would be harmed by its inclusion.

The Panel spent extensive time exploring and testing a wide range of alternatives in an effort to identify a two (2) year viable settlement with mutually acceptable terms and conditions.

The Chairman of the Panel in developing the final Award, attempted to concentrate on the issues which were judged to be most essential. Even with a two (2) year award, the Parties must, soon after the receipt of this Award, commence negotiations for a successor contract. Accordingly, the vast majority of unresolved issues were remanded to the bargaining table to be addressed and resolved by the Parties themselves.

Based upon the various factors which the Panel is charged to consider, it is my opinion that the Award of the Panel was fair, equitable, and warranted by the evidence presented at the arbitration hearings.

Thomas F. Carey
Public Panel Member
and Chairman

Dated: December 30, 1987

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Arbitration Between the*

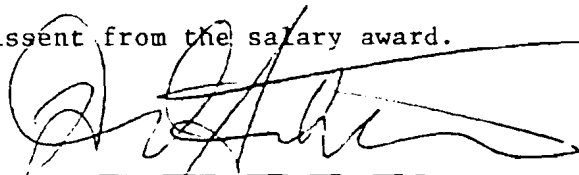
VILLAGE OF GOSHEN

and

VILLAGE OF GOSHEN, P.B.A.

DISSENTING
OPINION

I am pleased that the majority of the Panel has agreed to reduce the number of steps in the salary schedule. However, I believe that the Panel has erred in equating police salary increases with those of non-police; the more appropriate comparison is to police units. The evidence justified more substantial increases and I respectfully dissent from the salary award.



David Schiachter
Employee Organization
Panel Member