

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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CONCILIATION

In The Matter of Impasse )  
 )  
Between )  
 )  
VILLAGE OF HAVERSTRAW )  
 )  
and )  
 )  
VILLAGE OF HAVERSTRAW )  
POLICE BENEVOLENT ASSOCIATION )  
 )

ARBITRATION AWARD  
Case No. IA86-36, M86-375

PUBLIC ARBITRATION PANEL:

Martin Ellenberg, Esq. - Public Panel Member and Chairman  
William M. Stein Esq. - Employer Panel Member  
Kenneth J. Franzblau, Esq. - Employee Organization Panel Member

APPEARANCES:

For the Village - J. Nelson Hood, Esq.  
Assistant Village Attorney  
  
Frank H. Haera  
Mayor  
  
Michael C. Holland  
Chief, Police Department

For the Association - John P. Henry  
Executive Vice President  
NYS Federation of Police, Inc.  
  
Edward J. Fennell  
Edward J. Fennell Associates

Members:  
Claudio Gatti, Sgt.  
Raymond Gregg, P.O.  
William Palmer, P.O.  
Ralph W. Rafferty, P.O.  
Jeremiah J. Sullivan, P.O.

The New York State Public Employment Relations Board, having been petitioned to appoint a public arbitration panel to resolve the

impasse between the parties, duly designated the panel on May 12, 1987 according to the provisions of, and under the authority vested in the Board by, Section 209.4 of the New York Civil Service Law.

Hearings were held on June 22nd, July 15th and August 14, 1987. Each party, through its designated representatives, had ample opportunity to support its position by presentation of argument, testimony, evidence and exhibits, in the presence of and subject to cross-examination and rebuttal by the other party.

The Panel met also, on September 18, 1987, to review the submissions, particularly considering the mandate, set forth in Civil Service Law, Section 209.4 (v), that the Panel shall make a just and reasonable determination, shall specify the basis for its finding and shall take into consideration, in addition to any other relevant factors:

- a. comparison of the wages, hours and conditions of employment with those of similar employees in the public and private sectors in comparable communities;
- b. the interests and welfare of the public and the public employers ability to pay;
- c. comparison of conditions, skills and qualifications to those of other jobs; and
- d. the terms of prior collective bargaining agreements negotiated between the parties.

The parties, by signed stipulation, agreed that neither desired a full and complete record of the hearings, as provided by Civil Service Law Section 209.4 (iii) and waived their rights to such record. The stipulation further stated "that the record of the Public Arbitration Panel Hearings shall consist of the exhibits, testimony of witnesses, briefs and reply briefs submitted by the parties to the Public Arbitration Panel."

The following issues were presented to the Panel, all other proposals having been settled or dropped by the respective parties:

SALARY

RECALL PAY

RETIREMENT PLAN

SCHEDULING

ADDITIONAL HOLIDAY OR PAID PERSONAL LEAVE

CLOTHING ALLOWANCE

It should be noted that the Village, in its evaluation of the impact of the Association's demands, has raised the defense of lack of ability to pay. It presented data showing that while Assessed Valuations for the Village from 1982-83 was \$42,584,000, it had increased by less than 4% to \$44,137,815 for 1987-88 [Village Exhibit 21]. Although the Village acknowledged that new condominium homes are being built, it does not expect occupancy to occur before 1988. For the same period, 1982-83 to 1987-88, tax rates were increased from \$30.73 per \$1,000 to \$49.00 per \$1,000 [Village Exhibit 22].

Also submitted [Village Exhibit 23], was a copy of a letter, dated May 27, 1987, to Mayor Haera from the Director of Municipal Accounting Systems, Office of the State Comptroller stating:

"A review of your tax limit computation form disclosed that you exhausted 90.5 percent of your tax limit for the fiscal year ending 5/31/87. Exhausting 90% or more of your tax or debt limit is viewed as a negative factor by credit rating agencies and may be indicative of fiscal stress.

"I would appreciate a response that sets forth a plan in dealing with this problem."

In addition, the Village presented data showing that Federal Revenue Sharing Received has dropped from \$67,432 in 1983-84 to \$26,526 in 1986-87 to None in 1987-88 [Village Exhibit 19]. Simultaneously, it noted, Liability Insurance premiums, which were \$61,777 for 1984-85, have increased to \$322,736 for 1985-86 and \$200,996 for 1986-87, with \$200,000 budgeted for 1987-88 [Village Exhibit 20].

The Mayor, in his testimony, explained that the Police budget is almost 50% of the Village budget and that compensation is approximately 85% of the Police budget.

#### SALARY -

The parties agreed to a two year term of Agreement, effective June 1, 1986 through May 31, 1988.

The Association demanded increases of 8.5% and 4.5% respectively.

It presented data for eleven police departments in Rockland County, exclusive of the Village of Haverstraw, and indicated that the eight which were settled, for 1986, showed an average increase in top rates for Police Officers of 7.7% [Association Exhibit 12]. For the four settled villages, it showed an average increase of 4.4% effective June 1986 plus 4.3% effective December 1986. The exhibit showed only two settled departments for 1987, with an average top rate increase of 8.1%; and for the only village settled (Suffern) 4.7% effective June 1987 and 4.5% effective December 1987.

The Village offered increases of 3.5% for each year of the two year term. In addition, it sought to revise the existing five grade salary structure to six grades by changing Grades 4 and 5 to 5 and 6, respectively. This proposal is based on the argument that, in the 1985-86 schedules, the differential between Grades 4 and 3 is \$6513 while the other steps vary between \$2130 to \$2801. It proposes that the \$6513, adjusted for the 3.5% increase, should represent the difference, beginning in 1986-87, between the new Grades 5 and 3, half being paid in each of two years.

The Village also submitted a comparison of Village Grade 1 rates with the other six village departments in the County, effective June 1985 [Village Exhibit 24]. The Village ranked fourth among the seven.

The Village also emphasized that cost of living data, for 1986 versus 1985, as published by the U.S. Bureau of Labor Statistics [Village Exhibit 25] showed that the Consumer Price Index, for All Consumers, New York-Northeastern New Jersey had increased by 3.3%. This, the Village argued, made their offer of 3.5% fair and equitable, particularly in view of the Village's lack of ability to increase its expenditures.

The Panel, having considered the arguments and evidence presented by the parties, has determined that the following rate structures are appropriate to the needs of the parties and AWARDS, as follows:

For Employees Employed Before June 1, 1987:

STEP	( DEC 85 )	JUN 86	DEC 86	JUN 87	DEC 87
1	( 33,533 )	34,707	35,880	36,956	37,674
2	( 30,732 )	31,808	32,883	33,869	34,527
3	( 28,503 )	29,501	30,498	31,413	32,023
4	( 21,990 )	22,760	23,529	24,235	24,705
5	( 19,860 )	19,860	19,860	19,860	19,860
Sgt.	( 36,886 )	38,177	39,468	40,652	41,441

For Employees Employed On June 1, 1987 or Later:

See Following Page

For Employees Employed On June 1, 1987 or Later:

STEP	( DEC 85 )	JUN 87	DEC 87
1	( 33,533 )	36,956	37,674
2	( 30,732 )	33,869	34,527
3	( 28,503 )	31,413	32,023
4	( 21,990 )	27,824	28,364
5	( 19,860 )	24,235	24,705
6	( - )	19,860	19,860
Sgt.	( 36,886 )	40,652	41,441

The provisions for determining rank differentials remain unchanged; the demands for such changes were settled or dropped and not submitted to the Panel of Arbitrators.

The schedule for employees employed before June 1, 1987 maintains their expectation of a five step schedule, while those hired on June 1, 1987 or later will understand the conditions of their new employment. However, all employees will reach the same maximum step and so avoid the inherent problems related to two-tier systems. Likewise, keeping the hiring rate unchanged for the term of the Agreement will represent further savings to the Village without impacting more senior employees.

It should be noted that the additions to the schedule for June 1986 through May 1987 represent a 7.0% increase, divided equally into two steps at six month intervals. Thus, the 7.0%

increase in rates is effected with a 5.25% annual cost to the Village. For June 1987 through May 1988, the rates are increased a total of 5%, with 3% effective June 1987 and the balance effective December 1987. The annual cost to the Village is 4.0%.

#### RECALL PAY

The expired Agreement (Article 8, Section 8.5) provides for "a minimum recall of three (3) hours whether worked or not." The Village seeks to reduce this minimum to one (1) hour. The Association would retain the current language.

The Panel is motivated to keep salaries for Association members competitive, while recognizing the Village's financial circumstances. Accordingly, in an effort to eliminate non-productive costs, particularly one which will not create a hardship on anyone who might be affected, the Panel's AWARD reduces minimum recall from three (3) hours to two (2) hours.

#### RETIREMENT PLAN

The present plan (Article 18) provides that "Police Officers shall have the option to retire....after twenty-five (25) years of continuous service."

The Association seeks twenty-year retirement under Section 384-d of the New York State Policemen's and Firemen's Retirement System. The Association's Exhibit 13 shows that Haverstraw is the only



village in Rockland that does not provide the twenty (20) year retirement to its police.

The Towns of Haverstraw and Stony Point, like the Village of Haverstraw, also had twenty-five (25) year plans at the time that these hearings were in session. The Village argues, in its post-hearing submission that "There is an interconnection between the Towns of Haverstraw and Stony Point and the Village of Haverstraw, and it is for this reason that all three of these departments have a similar retirement benefit."

The Panel notes that shortly after the Village submitted its post-hearing comments, the Town of Haverstraw concluded negotiations with its Police bargaining unit. Its new agreement provides for twenty (20) year retirement.

There was not full agreement concerning the cost for providing the twenty (20) year plan in the Village of Haverstraw but it would appear that such costs might be in the range of approximately \$60,000 during a two (2) year term of Agreement.

The Village clearly lags prevailing practice in the County, but in consideration of testimony that no bargaining unit members would retire during the term of this Agreement, the Panel AWARDs revision to the twenty (20) year plan, Section 384-d, effective

May 31, 1988. This effective date will postpone the additional premium costs.

#### SCHEDULING

Presently, the Department schedule provides for 258 work days per year. The Association requests a revision to 243 days (4 and 2 schedule) and presented testimony and examples of scheduling to demonstrate that this revision could actually save money for the Village [Association Exhibits 22, 22A, 22B and 22C]. Pivotal to their argument is the utilization of part-time officers.

The Village argued that a reduction in the basic schedule must result in increased costs or reduced staffing. It, too, presented testimony and argument to support its arguments.

As suggested above, this Panel has sought to avoid economic disadvantages for bargaining unit members, even where such revisions impose some additional costs on the Village. Under such circumstances and lacking clear evidence that the present schedule is inequitable or burdensome, the AWARD of the Panel is that the Association's demand for a reduced work schedule is rejected and the present schedule maintained.

#### ADDITIONAL HOLIDAY OR PAID PERSONAL LEAVE

The expired Agreement provides for twelve (12) paid holidays and four (4) days personal leave (Article 7).

The Association demands one (1) additional holiday, Martin Luther King's Birthday or an additional paid personal day.

The Village seeks to retain the present schedule.

Of seven County villages, one provides fourteen (14) holidays, two provide thirteen and one provides eleven (11). The balance, including Haverstraw provide twelve (12) holidays. [Association Exhibit 18].

Regarding paid personal leave, three villages provide six (6) days. Three (including Haverstraw) provides 4 and one has no set schedule [Association Exhibit 19].

Consistent with our statements above, concerning the intent of this Panel, the evidence does not support a finding for increasing paid time not worked and it is the AWARD of the Panel that the Association's demand is denied.

In view of the fact that Martin Luther King's Birthday will soon be observed as a national holiday, the Panel suggests that the parties consider trading the observance of that day with some other. For example, Lincoln's Birthday and Washington's Birthday could both be replaced by observing Presidents' Day, thereby making it possible to observe Martin Luther King's Birthday within a twelve (12) holiday schedule.

UNIFORM (CLOTHING) ALLOWANCE

The present uniform allowance is \$625 per year for each Police Officer, including those previously assigned to plain clothes detail (Article 6, Section 6.2).

The Association has requested an increase to \$725 per year.

The Village has offered \$675 for 1986-87; \$700 for 1987-88.

The evidence and testimony in this matter varies and is not highly conclusive.

It is in the interest of the Village to encourage Department members to maintain their clothing in a neat and clean manner. The Panel's AWARD is a revision of the Uniform Allowance from \$625 per year to \$700 per year, effective June 1, 1986.

\* \* \*

All other issues in these negotiations were settled or dropped by the Parties.

Accordingly, the terms and conditions of the collective bargaining agreement between the Parties, effective June 1, 1984 through

May 31, 1986, revised to reflect such settlements by the Parties and the Award of this Panel, shall constitute the new Agreement, effective June 1, 1986 through May 31, 1988.

\* \* \*

Respectfully submitted,

October 21, 1987

STATE OF NEW YORK }  
COUNTY OF Westchester } ss.:  
SWORN TO BEFORE ME THIS 22  
DAY OF Oct, 1987

Argyle V. Ballard  
ARGYLE V. BALLARD  
Notary Public, State of New York  
No. 60-5163050  
Qualified in Westchester County 69  
Commission Expires February 28, 1989

Martin Ellenberg  
Martin Ellenberg, Esq.  
Public Panel Member and Chairman

William M. Stein  
William M. Stein, Esq.  
Employer Panel Member

Kenneth J. Franzblau  
Kenneth J. Franzblau, Esq.  
Employee Organization Panel Member

10/23/87  
Daniel Braccio  
DANIEL BRACCIO  
Notary Public, State of New York  
No. 60-0380610  
Qualified in Westchester County  
Term Expires 9/30/89