

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

-----X

In the Matter of the Fact Finding Between the

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,  
LOCAL 1000, AFSCME, AFL-CIO,**

Employee Organization,

**CASE NO. M2019-072**

-and-

**VILLAGE OF SPRING VALLEY,**

Employer.

-----X

**BEFORE: MONTE A. KLEIN, ESQ., IMPARTIAL FACT FINDER**

**APPEARANCES: LARRY SPARBER, LABOR RELATIONS SPECIALIST, for CSEA  
KEANE AND BEANE (LANCE KLEIN of counsel) for VILLAGE OF SPRING VALLEY**

**REPORT AND RECOMMENDATIONS OF FACT FINDER**

On July 10, 2019, CSEA filed a declaration of impasse with the Public Employment Relations Board (PERB) concerning negotiations for a successor collective bargaining agreement (CBA) to the one that expired on May 31, 2018. After mediation did not result in an agreement, on January 27, 2022 the undersigned was appointed by PERB as fact finder to inquire into the causes and circumstances of the dispute and make recommendations for its resolution.

During the subsequent months the Village hired and terminated the services of its negotiators several times. Moreover, the Village Board interjected itself into the negotiations, a

role that the Public Employees' Fair Employment Act (Act), which is the statewide public sector collective bargaining statute, contemplates is to be performed by the Village mayor, and not by the legislative body. The Village's actions delayed the scheduling of the hearing and the issuance of this report and recommendation several times.

Hearings were conducted on September 20 and November 10, 2022 by videoconference at which the parties were present and represented by able and experienced representatives. The parties were afforded the opportunity to examine and cross-examine witnesses, introduce exhibits and present argument in support of their respective positions.

The parties attempted to resolve the matter post-factfinding. However, the Village again terminated the services of its negotiator and hired a new one. Accordingly, issuance of this report and recommendation was again held in abeyance at the Village's request and with CSEA's consent to allow additional time to reach an agreement. The fact finder issues this report now as it appears that continued delay will not serve as an inducement to reach agreement.

#### FACTS

The bargaining unit consists of approximately 63 employees, who, as a group, are paid the lowest of all villages in the County of Rockland. Additionally, Village employees average approximately half a step above the poverty level. Seventy-five to 85 percent of Village employees have second jobs for financial reasons; 27 percent of unit employees make less than \$36,750 annually, thereby qualifying for energy assistance and approximately 87 percent qualify for housing assistance. Eighty percent of all canvass letters issued by the Village are

turned down by prospective employees due to insufficient salary, causing staff shortages and increased workload for existing staff.

The following chart demonstrates how unfavorably the salary of several unit titles compares to that of some other Rockland County villages:

	Village of Spring Valley 2018	Village of Suffern 2022	Village of Haverstraw 2023
Laborer	\$36,462	\$50,044	\$71,323
Auto Mechanic	\$49,296	\$72,904	\$71,822
MEO III	\$46,550	\$64,022	\$71,359
Clerk	\$31,421	\$61,396	\$41,983
Sr. Account Clerk	\$40,296	\$69,942	\$50,465
Telephone Op. Typ.	\$34,019	\$45,750	\$46,648

In 2022, each Village of Spring Valley trustee received an annual salary of \$40,000; each Village of Haverstraw trustee received an annual salary of \$20,000; and each Village of Suffern trustee received an annual salary of \$9,450.

Proposal brought to fact-finding

CSEA submitted several proposals pre-factfinding, including wages, longevity, work schedules, compensatory time, holidays, vacations, sick leave, personal leave, health benefits and FMLA. At factfinding CSEA withdrew all of them except its wage proposal, as follows:

Article VI Sec H-Wages (replaces previous schedule)

- a. Effective June 1, 2018 New salary schedule and grade scale takes effect.
- b. Effective June 1, 2018 New salary schedule in section a shall be increased by 1%.
- c. Effective June 1, 2019 the salary schedule in effect as of May 31, 2019 shall be increased by 3.3%.
- d. Effective June 1, 2020 the salary schedule in effect as of May 31, 2020 shall be increased by 2.5%.
- e. Effective June 1, 2021 the salary schedule in effect as of May 31, 2021 shall be increased by 2%.
- f. Effective December 1, 2021 the salary schedule in effect as of November 30, 2021 shall be increased by 2%.

- g. Effective June 1, 2022 the salary schedule in effect as of May 31, 2022 shall be increased by 2.5%.
- h. Effective December 1, 2022 the salary schedule in effect as of November 30, 2022 shall be increased by 2%.
- i. Effective June 1, 2023 the salary schedule in effect as of May 31, 2023 shall be increased by 2.5%.
- j. Effective December 1, 2023 the salary schedule in effect as of November 30, 2023 shall be increased by 2%.
- k. Effective June 1, 2024 the salary schedule in effect as of May 31, 2024 shall be increased by 2.5%.
- l. Effective December 1, 2024 the salary schedule in effect as of November 30, 2024 shall be increased by 2%.

Article VI Sec H-Wages (add)

- 3. Each member employed at the time of ratification of this contract shall receive a one-time COVID expense reimbursement check in the amount of \$3500 reportable as 2021 pensionable income.
- 4. Each member employed at the time of ratification of this contract shall receive a one-time COVID expense reimbursement check in the amount of \$3500, reportable as pensionable income.

Article VI Sec 1- Longevity (amend) (paragraph 1 combines and replaces all previous rate paragraphs)

- 1. Effective June 1, 2016 upon completion of 5, 10, 15, 20 or 25 years of service, all employees shall be granted longevity at the rate of an additional \$1.25 per hour on all tiers commencing on said employee's anniversary date, conforming to current policy.
- 2. Effective December 1, 2022 beginning with the 5-year anniversary, and at the completion of every five years of service thereafter, all employees shall be granted longevity at the rate of an additional \$3.00 per hour increase over their current rate of pay.

There are no salary steps contained in the parties' expired CBA.

The Village submitted no proposals whatsoever during the parties' pre-impasse negotiations and mediation and offered none at the fact-finding hearing. Nor has the Village responded to CSEA's repeated requests throughout negotiations for financial reports and audits, claiming that "they don't exist."

The Village made no claim as to its ability to fund CSEA's proposal.

## DISCUSSION

The fact finder is charged with the duty to inquire into the causes and circumstances of the dispute and to transmit to the parties his or her findings and recommendations for its resolution. (Act, section 209.3)

As to the causes and circumstances of the dispute, blame for its protracted nature rests with the Village of Spring Valley. It has not offered any wage proposal. Additionally, its hiring and termination of the services of several negotiators have repeatedly and significantly delayed the process. While those negotiators have used their best efforts to reach an agreement in good faith, the process has been stymied by the Village's failure to present any salary proposals or counterproposals.

Having addressed this first duty, the fact finder must next turn to findings and recommendations concerning the resolution of the dispute as follows.

The fact finding provisions of the Act (Act, section 209.3) are bereft of instruction as to the substantive criteria to be used by fact finders in crafting their recommendations. However, many fact finders have found it appropriate to apply the criteria contained in the interest arbitration provisions of the Act (Act, section 209.4) for this purpose. This includes a comparison of wages as between the at-issue employees and similarly situated employees of other employers, consideration of the public interest and the employer's ability to pay the recommended settlement.

Applying those criteria to the instant matter, it is beyond cavil that many unit employees: (1) receive salaries that are well below that of employees who perform comparable work for other villages in Rockland County; (2) are at or near the poverty level; (3) have more than one job to

make ends meet and (4) qualify for government financial assistance. Additionally, the Village is well aware that the vast majority of its canvass letters sent to prospective employees are rejected by those individuals because of their low salaries, thereby exacerbating staff shortages. Moreover, there is neither evidence nor claim that the Village lacks the ability to fund CSEA's proposal. Indeed, the Village has refused to provide to CSEA any financial information based upon its claim that "it doesn't exist."

Accordingly, having carefully considered CSEA's proposal in the light of the criteria enunciated herein and the above facts, the fact finder finds it appropriate to recommend CSEA's proposal except for its proposal granting an additional \$3.00 per hour longevity effective December 1, 2022, as the basis for a successor collective bargaining agreement to the one that expired on May 31, 2018.

This recommendation constitutes a step toward bringing the wages of the at-issue employees, many of whom qualify for governmental financial assistance because of their low income, closer to the range of other comparable employees in the surrounding villages in Rockland County. They deserve no less after almost five years without any wage increases. Additionally, it should assist the Village in attracting new employees and obtaining more favorable responses to its canvass letters.

The Fact Finder is hopeful that this recommendation serves as a catalyst for the parties to resolve this longstanding dispute by providing a blueprint for the Village Mayor to reach and execute an agreement with CSEA upon demand and for the Village Board to thereafter legislatively approve the terms of any such agreement that require its approval under the Act, unless it has waived that right by its conduct.

Dated: January 30, 2023  
Boca Raton, FL



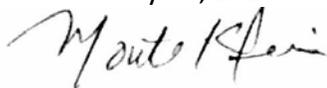
---

MONTE A. KLEIN, ESQ.  
Fact Finder

STATE OF FLORIDA)  
COUNTY OF PALM BEACH) ss.:

I, Monte A. Klein, do hereby affirm that I am the individual described herein and who executed this Instrument, which is my Report and Recommendation.

Dated: January 30, 2023



---

MONTE A. KLEIN, ESQ.  
Fact Finder

