

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

N. Y. S. PUBLIC EMPLOYMENT  
RELATIONS BOARD  
**RECEIVED**

SEP 20 1977

**CONCILIATION**

-----X  
In The Matter Of The Arbitration :  
Pursuant To Section 209 Of The :  
New York State Civil Service Law :  
:  
Between :  
:  
TOWN OF FALLSBURG :  
:  
-and- :  
:  
FALLSBURG POLICE DEPARTMENT, P.B.A. :  
-----X

Case No. CA-0134;  
M76-788

APPEARANCES:

For the Town of Fallsburg:

BERNARD SILVERMAN, ESQ., Town Attorney

For the Fallsburg Police Department P.B.A.:

BRENT LAWRENCE, President, P.B.A.

IVAN KALTER, ESQ., Attorney

BEFORE:

Public Arbitration Panel:

JAMES D. HOLZHAUER, Town Manager,  
Town of Fallsburg

IVAN KALTER, Fallsburg Police  
Department, P.B.A.

GEORGE MOSKOWITZ, Chairman

BACKGROUND

The town of Fallsburg (hereinafter "Town") and the Fallsburg Police Department P.B.A. (hereinafter "P.B.A.") began meeting on September 27, 1976 for the purpose of re-negotiating the collective bargaining agreement due to expire on December 31, 1976.

The parties met in six negotiating sessions to negotiate with respect to a set of nineteen demands presented by the P.B.A. The parties reached agreement on all issues (hereinafter briefly described and enumerated) except those related to compensation, longevity and educational increments, dental insurance and duration of contract.

Those terms and conditions of employment agreed upon are set forth by the parties in their Joint Petition to the New York State Public Employment Relations Board dated April 25, 1977 as follows:

- a) annual uniform allowance of \$325.00
- b) sick leave may be accumulated up to 150 days
- c) fifteen cents per mile reimbursement for use of personal vehicle on approved official business
- d) regular rotation of shifts
- e) 24 hours notice of shift change required by employer
- f) 28 hour notice of shift exchange requested and arranged by employee
- g) safety committee jointly appointed to review condition and sufficiency of equipment

On December 6, 1976, the New York State Public Employment Relations Board appointed a Fact-Finder due to impasse declared by the parties on November 19, 1976. The Fact-Finder issued his Report on March 10, 1977. By Joint Petition dated April 25, 1977, the parties declared that the recommendations of the Fact-Finder did not result in the resolution of the dispute.

The positions of the parties on the terms and conditions of employment not agreed upon are as follows:

1. Compensation

a) Town of Fallsburg Position:

An increase of 2% on January 1, 1977, an additional increase of 1% on July 1, 1977; an additional increase on January 1, 1978 of 4% plus one-half of the 1977 increase in the Consumer Price Index above 4%; and an additional increase on July 1, 1978 of 2% plus one-half of the increase in the Consumer Price Index for the first six months of 1978 above 2%.

b) P.B.A. Position:

An increase of 9% on January 1, 1977; plus an additional increase of \$300 on April 1, 1977; plus an additional increase of \$300 on August 1, 1977; plus an increase of 8% on January 1, 1978; plus an additional increase of \$200 on April 1, 1978; and an additional increase of \$200 on August 1, 1978, all to a maximum not to exceed \$13,500.00.

2. Service and Education Increments

a) Town of Fallsburg Position:

No service or education increments.

## b) P.B.A. Position:

Increment of \$200 upon completion of 4 years of service; \$400 increment upon completion of 8 years of service; \$600 increment upon completion of 12 years of service; \$800 increment upon completion of 16 years of service; \$300 increment upon receipt of an Associate's Degree; \$600 increment upon receipt of a Bachelor's Degree.

3. Dental Plan

## a) Town of Fallsburg Position:

No plan.

## b) P.B.A. Position:

Town to provide same dental plan as that received by other Town employees.

4. Duration of Agreement

## a) Town of Fallsburg Position:

Two year agreement.

## b) P.B.A. Position:

Flexible

On May 13, 1977, the New York State Public Employment Relations Board, pursuant to Section 209 of the New York Civil Service Law, designated James D. Holzhauer, Town Manager of the Town of Fallsburg as Employer Panel Member; Ivan Kalter, Attorney for the Fallsburg Police Department, P.B.A. as Employee Organization Panel Member; and George Moskowitz as Public Panel Member and Chairman as a Public Arbitration Panel for the purpose of making a just and reasonable determination of this dispute.

Fallsburg results in an average of \$10,931.00 per year according to the Town's Exhibit.

The P.B.A. presented statistics eliminating the salary of the former Acting-Sergeant which produced an average salary for patrolmen of \$9,595.00 per year.

#### COMPENSATION

As a Finding of Fact, this Arbitration Panel determines that the surrounding communities of Ellenville, Liberty and Monticello are communities which are comparable to Fallsburg. Woodridge is not comparable. It has only three patrolmen in its police department. Ellenville, Liberty and Monticello have approximately the same number of patrolmen, are nearby, and have the same problems of an enormous increase in population during the summer months.

Comparison of the average salary of \$9,859.00 for Fallsburg patrolmen, as shown by the Town Exhibit for all patrolmen with the average salary for the three comparable communities (eliminating Woodridge) of \$10,937.00 indicates that Fallsburg patrolmen, on an average, receive approximately 9.86% less. If the \$12,500 salary paid to the former Acting-Sergeant is omitted from the calculation of average salary of Fallsburg patrolmen, as well as the two lowest salaries paid by federal (CETA) funds, the Fallsburg patrolmen average salary drops to \$9,752.00.

This Public Arbitration Panel thereafter held hearings on July 11, 1977 at 2:00 p.m. at the Town Hall, South Fallsburg, New York and on July 19, 1977 at 12:00 noon and July 29, 1977 at 1:00 p.m. at the office of George Moskowitz, 540 Madison Avenue, New York City, and which times and places the parties presented both oral testimony and written evidence, including the following:

1. Report of Fact-Finder John A. Ronayne, dated 3/10/77
2. 1977 P.B.A. Contract Demands
3. Final Positions on Unsettled Terms
4. Average Salaries of "Comparable" Communities
5. Statewide Comparables (Communities under 10,000)
6. Fallsburg Police Department Salaries & Service
7. Statistics on Decline of Resort Industry
8. Statistics on Per Capita Police Expenditures (N.Y. State)
9. Land Use: And Trends
10. Analysis of Town Finances
11. Newspaper Report (11/22/76) of Sullivan County Crime Rate
12. Fallsburg Police Department: Schedule of Police Experience and Training
13. Report of Fact-Finder Erwin M. Blant, dated 2/17/76

The parties also made available to the Arbitration Panel written presentations and post-hearing briefs and rebuttals. Both parties presented statistical evidence to support their respective positions. The Town submitted an exhibit setting forth comparable salaries for the communities of Ellenville, Liberty, Woodridge and Monticello, giving the salaries for the lowest paid and highest paid patrolmen and compared those salaries with the lowest and highest paid Fallsburg Patrolmen. The highest paid patrolman in Fallsburg has over 17 years of service and was at one time an Acting-Sergeant. Upon return to the rank of Patrolman, his salary was not reduced. The inclusion of this salary in the computation of the average patrolman's salary for

Comparison of this figure to the "three communities" average indicates that Fallsburg patrolmen are paid about 10.93% below the "three communities" average.

The P.B.A. offered a comparison between the starting salaries of patrolmen in Fallsburg and those in Monticello, Liberty and Ellenville by way of an Exhibit also submitted in the preceding Fact-Finding proceeding. Adopting the finding made by Fact-Finder Ronayne, this Arbitration Panel finds and determines that Fallsburg patrolmen are well behind the comparable communities in their schedule of salary increases.

The Town of Fallsburg, because of its transient population and the large number of summer visitors, has a high crime rate and needs a professional police force. The police operate on their own, without direct supervision; they function on a 24 hour a day schedule; and they are armed. To fulfill these responsibilities fully and competently calls for a well-trained corps of responsible and disciplined individuals. It is essential that they be paid a proper salary and encouraged to make police work a professional career.

Evidence was received concerning the ability of the Town of Fallsburg to pay increases in salary. The major source of tax revenues, the hotels, have declined in number by approximately 75%. The slight increase in number of bungalow colonies and camps has not offset the loss of tax revenues from the resort hotels.

While the Town is having financial difficulty, it has undertaken to improve efficiency of operation and its budgetary problems. The Town concluded agreement with the Public Works and Clerical Unit for a two-year contract, providing a 6% increase for the first year and a 6% or cost-of-lining increase, whichever is greater, in the second year.

Based upon the evidence, this Arbitration Panel finds that the Town has the ability to pay a reasonable increase in salaries for the patrolmen but not the amount demanded by the P.B.A. in its last counterproposal. This Arbitration Panel also finds, as did the Fact-Finder, that the Town needs a simple salary schedule for the patrolmen in the Police Department.

It is the determination and award of this Arbitration Panel that the parties to this dispute adopt the following salary schedule retroactively to January 1, 1977, and shall adopt and implement said schedule for two years as hereinafter determined and awarded as the period of contract duration for the patrolmen:

<u>1977</u>		<u>I</u>	<u>1978</u>	
<u>Year Of Service</u>	<u>Salary</u>		<u>Year Of Service</u>	<u>Salary</u>
First	\$ 9,325.		First	\$ 9,350.
Second	9,800.		Second	10,500.
Third	10,600.		Third	10,925.
Fourth	11,000.		Fourth	11,450.
Fifth	11,550.		Fifth	11,800.
			Sixth	12,300.

II

It is further determined and awarded, and the parties shall adopt as a contract condition and provision that

no increments shall be otherwise due or granted during the year, and that a year of service shall be determined as of January 1st in each year.

In these respects, although the Arbitration Panel has adopted the design and wage structure recommended by the Fact-Finding Report, including a rationalized salary schedule, the Panel has rejected the recommended "during the year" increases as unnecessarily burdensome.

### III

The following schedule sets forth the present salary of each officer (except Greenspan, the former Acting-Sergeant, as to whom a determination is hereinafter made); salary as of January 1, 1977; percentage increase as of January 1, 1977; salary as of January 1, 1978; percentage increase as of January 1, 1978; and total percentage increase over term of contract.

<u>Name</u>	<u>Present Salary</u>	<u>1/1/77 Salary</u>	<u>Percent Increase</u>	<u>1/1/78 Salary</u>	<u>Percent Increase</u>	<u>Total % Increase</u>
Green	\$10,275	\$11,550	12.4	\$12,300	6.5	18.9
Wilson	10,275	11,550	12.4	12,300	6.5	18.9
Robinson	9,797	11,000	12.3	11,800	7.3	19.6
Lawrence	9,797	11,000	12.3	11,800	7.3	19.6
Issman	9,797	10,600	8.2	11,450	8.0	16.2
Lee	9,360	10,600	13.2	11,450	8.0	21.2
Bernstein	9,360	9,800	4.7	10,925	11.5	16.2
Wizwer	9,360	9,800	4.7	10,925	11.5	16.2
Douglas	8,965	9,325	4.0	10,500	12.6	16.6
Schoenman	8,965	9,325	4.0	10,500	12.6	16.6
Average	9,595	10,455	9.0	11,395	9.0	18.0

IV

The Arbitration Panel determines and awards and directs that the parties shall provide as a contract pay provision that each and every member of the negotiating unit, except the patrolmen whose increases are hereinabove determined and provided for, but including the dispatcher, records clerk and two (2) crossing guards shall receive a six (6%) percent increase in each of the two years of the agreement.

V

The Arbitration Panel determines and awards and directs that the parties shall provide that, although Patrolman Greenspan shall not be entitled to any salary percentage increase as of January 1, 1977 because of the presently red-circle quality of his salary, Patrolman Greenspan shall be entitled to and he shall receive a six (6%) increase as of January 1, 1978.

In the interest of clarity and specificity, the Arbitration Panel declares that although no salary increase is awarded to Patrolman Greenspan as of January 1, 1977, it is nevertheless declared that Patrolman Greenspan shall be entitled to and shall receive such 15 year seniority and education increment as is hereinafter determined, awarded and provided.

VI

The Arbitration Panel determines, awards and directs the parties to provide in their collective agreement that:

(a) Detectives shall receive salary increases as of January 1, 1977, fifteen (15%) percent above the fifth year salary set forth in the 1977 salary schedule; and fifteen (15%) percent above the sixth year salary in 1978.

(b) The Sergeant shall receive a salary increase as of January 1, 1977, fifteen and a half (15.5%) percent above the fifth year salary set forth in the 1977 salary schedule; and fifteen and a half (15.5%) percent above the sixth year salary in 1978.

SERVICE AND EDUCATION INCREMENTS

The Arbitration Panel determines and awards, after reviewing the demands of the P.B.A., the modification of those demands, and the recommendations of the Fact-Finder, and directs the parties to provide the following service and education increments:

- |   |          |
|---|----------|
| (a) Seven years service plus two years college                                    | \$500.00 |
| (b) Ten years service plus four years college, an additional                      | 500.00   |
| (c) Fifteen years service and any four (4) police training courses, an additional | 500.00   |

TERM OF AGREEMENT

The Arbitration Panel determines, awards and directs the parties to provide for a two (2) year period of contract duration starting January 1, 1977 and terminating December 31, 1978.

This period is reasonable; will provide a period of stability to the contractual relationship and will enable the Town to plan and budget without an everpresent crisis atmosphere.

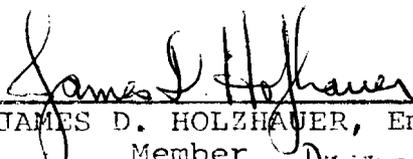
DENTAL PLAN

The parties have advised this panel that the P.B.A. demand for a Dental Plan, and the unresolved issue related to that demand have been withdrawn as an issue requiring consideration and determination. Therefore, the Arbitration Panel makes no determination or award on the Dental Plan issue.

Dated: New York, New York  
August 30, 1977

  
\_\_\_\_\_  
GEORGE MOSKOWITZ, Chairman and  
Public Panel Member

  
\_\_\_\_\_  
IVAN KALTER, Employee Organization  
Panel Member

  
\_\_\_\_\_  
JAMES D. HOLZHAUSER, Employer Panel  
Member, Dissenting



DATED: August 31, 1977  
STATE OF NEW YORK  
COUNTY OF SULLIVAN

} ss.:

On this 31st day of August, 1977, before me personally came and appeared IVAN KALTER

to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

FORM L14-AAA-24M-11-70



NOTARY PUBLIC

KAREN WOODS  
Notary Public, State of New York  
Sullivan County Clerk's #1368  
Commission Expires March 30, 1979

DATED: SEPTEMBER 8, 1977  
STATE OF MICHIGAN  
COUNTY OF WASHTENAW

} ss.:

On this 8th day of SEPTEMBER, 1977, before me personally came and appeared James D. Holzhauer

to me known and known to me to be the individual(s) described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

FORM L14-AAA-24M-11-70



HELEN L. BETTS  
Notary Public, Washtenaw County, Mich.  
My Commission Expires 10-14-78