

STATE OF NEW YORK
Public Employment Relations Board

PUBLIC EMPLOYMENT RELATIONS BOARD

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JUN 13 1983

In the Matter of the Interest Arbitration

between

CONCILIATION

The Village of Walden

Recommendations

and

and Findings

The Patrolmen's Benevolent Association of
The Village of Walden

PERB CASE NO.: IA 82-29; M 82-³³²~~3~~82

PUBLIC ARBITRATION PANEL:

Public Panel Member and Chairman:	Joel M. Douglas, Ph.D.
Employer Panel Member:	George Shebitz, Esq.
Employee Organization Panel Member:	John P. Henry

APPEARANCES:

For the Village of Walden:	David Shaw, Esq.
For the Patrolmen's Benevolent Association:	David Schlachter, Esq., PBA Attorney

Pursuant to §209.4 of the New York Civil Service Law and under the authority vested in the New York State Public Employment Relations Board, the Public Arbitration Panel, as cited above, was designated for the purpose of making a just and reasonable determination in this Impasse. A hearing was held on January 24, 1983 in the Village of Walden during which time both parties were represented as shown by the above appearances and were afforded full opportunity to present evidence, both oral and written, to examine and cross-examine witnesses and otherwise to set forth their respective positions, arguments

and proofs. The Panel then met in executive session on March 1, 1983 to consider their recommendations and findings. No briefs were filed in this matter, and thus the record consists of the evidentiary matters and arguments, and offers of proof submitted at the hearing.

At the outset of the hearing the parties were instructed that the Panel would utilize the criteria for determination of interest arbitration awards as set forth in §209.4 of the New York State Civil Service Law. These criteria include, but were not limited to 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) educational 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;

- e. and any other factors considered relevant by the public arbitration panel.

The items listed below were submitted to the Arbitration Panel for consideration:

P.B.A. DEMANDS TO ARBITRATION

1. One year Contract
2. Compensation: 20% increase
3. Vacation: Amend present vacation schedule to completion of:
 - 1-3 years - 10 work days
 - 4-7 years - 15 work days
 - 8-14 years - 20 working days
 - 15 years and over - 25 working days
4. Uniforms
 - a - Increase uniform and equipment allowance to \$800 per year
 - b - Increase semi-annual allowance to \$300
5. Education:

Amend to provide Village to pay the full cost of tuition, books and reasonable expenses plus \$35 per year (annual payment) per credit earned.
6. Hospitalization:

Amend to provide that the Village shall pay the full cost of the New York State Federation of Police, Inc. Dental Plan and Optical Plan.
7. Agency Shop Clause:

An Agency Shop Clause shall be included in the contract.
8. Longevity:

The contract shall include a provision providing members with annual longevity payments based on years of service as a Police Officer.

9. Overtime:

The contract shall be amended to provide for members to receive payment, at overtime rate of time and one half, for all hours worked in excess of 8 hours a day or 40 hours a week.

10. Article IX, Section 4 to be deleted

Section 207-c of the General Municipal Law covers.

11. Grievance Procedure:

The contract shall provide a three step grievance procedure which culminates in a final, binding decision by an impartial arbitrator.

Employer Demands for Arbitration:

A. Health Insurance: "Unit members hired on or after June 1, 1982 shall contribute 25% of the cost to the Employer of the individual or family health insurance plan provided by the collectively negotiated agreement."

The previous Collective Bargaining Agreement between the parties covered the period June 1, 1980 through May 31, 1982. The parties began negotiations for this successor agreement on February 16, 1982 and had approximately six meetings. A PERB mediator had been assigned; however, the impasse continued into arbitration.

ISSUES:

1-2. Duration and Compensation: The PBA was seeking a one year contract which would provide for an across the board salary increase of 20%. The Village sought a one year agreement,

the total cost for wages not exceeding 6.5% in year one and 5.5% in year two. Furthermore, the Village proposal was linked to a series of salary splits and included a new longevity benefit.

In support of their position, the PBA submitted as follows:

- (a) the Village had \$265,000 of taxing dollars remaining in 1982;
- (b) the Village had only exhausted 11.1% of its debt limit;
- (c) the general and federal revenue sharing funds had an unappropriated surplus of \$134,000 as of June 1, 1982; and
- (d) the Village had a large contingency account of \$75,788 in the 1982-83 budget.

The PBA also contended that there were no raises built into the 1982-83 police salary budget and that the Village could borrow up to \$61,000 for purposes not included in the budget.

The Association further argues that when one analyzes the salaries for full-time police officers in the County of Orange, see Union Exhibit #5, the Village of Walden ranks in the lower half of most groupings. Comparing that to the unrefuted data set forth in the financial analysis of the Village (see Union Exhibit #1), there is clearly no indication of the Village's inability to pay the full raise sought by the Union.

The Village argues that the wage demands of the PBA exceed the 1982 metropolitan C.P.I. which was estimated at 5.2%. Furthermore, the employer submits that District Council 65 of the United Auto Workers, the Union that represents Public Workers and Office Workers in the Village of Walden, have already settled their labor contract with a raise of far less than what the PBA is seeking. Indeed, the salary proposal that the Village is making to the PBA is equal to that of the U.A.W. local. A multi-employer cannot be required to grant a higher rate of pay to one employee unit at the expense of another. Furthermore, the employer argues that in the Village of Walden a policeman need only work five years in order to reach maximum salary while in other areas of Orange County a greater time period is required (New Windsor, 10 years; Cornwall, 6 years; and Warwick, 6 years).

The Village categorically rejects the Union's contention that they are in the lower half of salaries paid to Orange County Police Departments. In 1981-82 the starting salary in Walden was \$12,220. After a probationary period, that salary increased to \$12,810 and had an upward range of a top salary of \$16,316. (See Employer Exhibit #6.) When compared with other average salaries of municipalities surveyed in a PERB Police Survey of 1981-82 (Cornwall-on-Hudson, Walden, Goshen, Warwick,

Greenwood Lake, Washingtonville, Liberty, and Wappingers Falls), the average salary paid to the Walden police was 107.2% of the average starting salary in 1981-82 and 105.2% of the average top salary for 1981-82. According to the survey, the Village of Walden ranked (for 1980-81) second in terms of starting salary and salary after probation period, and fifth in terms of top salary.

DISCUSSION AND RECOMMENDATIONS:

At the center of this dispute was the issue of salary and compensation. The PBA demand of a 20% salary increase was not substantiated; and, indeed, throughout the course of the hearing the major thrust of the Union appeared to be concentrated on maintaining a degree of comparability and making some progress in catch-up pay. On the other hand, the position of the Employer appeared to be tied to a negotiated agreement that the Village entered into with another local of Village employees. When compared with other police settlements that contract appeared to be below average.

A careful examination of the record reveals that the Village of Walden police officers are not paid below County mean; and indeed for the most part, fall slightly above that figure. However, it must be noted that the various salary differences between Orange County Police Departments at that level are

miniscule at best. Employer Exhibit #5 shows that the average increases for police departments in Orange, Dutchess, Ulster, and Sullivan Counties in the year 1983 over the year 1982 was 8.3%. While it is true that the 8.3% represents an average it does clearly serve as an indicator of the current comparability and market settlements being negotiated in police settlements.

When one compares the 8.3% average increase with the 1981 national inflation rate of 8.3%, and 8.9% in the New York metropolitan area, it is clear that a close correlation exists between these numbers. While the CPI has declined substantially in 1982, the New York metropolitan area rate was 5.2%, police settlements have not. After a careful examination of C.P.I. statistics, the 8.3% average settlement rate, and specifically the settlements in Orange County thus far this year (see Union Exhibit #7), the Undersigned Awards a one year contract with a salary increase of 8.5%. Each Officer's pay shall be increased by 8.5%, retroactive to July 1, 1982.

It is clear that the financial data set forth in Union Exhibit #1 support the employer's ability to pay and that the 8.5% increase ranks with other Orange County comparables. Reported raises include 8.5% in the Town of Tuxedo, 8% in Middletown, 10% in Blooming Grove, 9.6% in the City of Newburgh, 7.8% in the City of Port Jervis, 7.5% in the Village of Warwick, 6% in the Village of Goshen, and 7.6% in the Town of Newburgh.

3. Vacations: The PBA seeks an amendment of the present vacation schedule to reflect a vacation of 10 working days after 1-3 years of service; 15 working days after 4 to 7 years; 20 working days after 8 to 14 years; and 25 working days after 15 years and over. Union Exhibit #6 sets forth the various vacation allotments currently available in Orange County.

The Village submits that the present vacation schedule and allotments are consistent with the rest of the County and that no further increase is warranted at this time.

DISCUSSION AND RECOMMENDATIONS:

After careful examination of Union Exhibit #6, there is no showing that any increase is warranted in the vacation schedules of Village of Walden police officers at this time. Utilizing the standards prescribed for Interest Arbitration in the Taylor Law, and with specific reference to comparabilities and prevailing practice, no vacation schedule change is recommended at this time.

4. Uniforms: The PBA seeks an increase in the uniform allowance from \$500 to \$800 per year and an increase in the semi-annual allowance from \$250 to \$300 per year. The present system in Walden provides for new hires to be given \$500 for uniforms with the basic uniform supplied for all. The Village submits

that the present uniform allowance is consistent with those in the rest of the County and that no change is warranted.

DISCUSSION AND RECOMMENDATIONS:

After a careful analysis of the uniform allowances currently in existence in Orange County, no change is recommended in the uniform allowance for police officers in the Village of Walden. It should be noted that when reflecting on the salary increase awarded in the wage provisions of this Award, the question of uniform allowance was considered, and any increase recommended was expressed in the salary package. It is recommended that no change be implemented in the uniform allowance at this time.

5. Education Allowance: The PBA seeks a contractual change which would require the Village to pay the full cost of tuition, books, and reasonable educational expenses plus \$35 per year per credit earned. The Village claims that the present tuition and educational allowances are superior to those found in the rest of the County and that no change is warranted at this time.

DISCUSSION AND RECOMMENDATIONS:

After an analysis of the educational benefits paid in the County of Orange, it is clear that the majority of the police departments do not enjoy the level of educational reimbursement currently affordable to officers in the Village of Walden. In-

deed, Walden educational compensation ranks in the upper quarter of all such departments; and, therefore, no increase in the educational allowance is recommended at this time.

6. Hospitalization: The PBA is demanding that the Village institute a dental and optical plan and that it pay the full cost of such plans. They have submitted cost data relating to both plans and submit that the Village clearly has the ability to pay the amount required by each plan. The Village submits that dental plans are rare, and that optical plans are non-existent in Orange County. They see no reason why they should be required to initiate such plans and assume a position of leadership with the establishment of such plans.

DISCUSSION AND RECOMMENDATIONS:

At present, there are four dental plans in existence among the 20 police departments in Orange County. With respect to optical plans, there are presently none in the County that provide for the employer to initiate and pay for such plans. When one examines and prescribes the criteria normally used in Interest Arbitration, the Union has not been able to meet the burden to substantiate a change in this area. It is recommended that no dental or optical plan be initiated at this time.

DISCUSSION AND RECOMMENDATIONS:

Longevity plans exist in approximately one-half of the police departments in Orange County; the plan in Walden is somewhat representative of the average. No showing was made to warrant any substantial increases whatsoever in this plan, and it is for that reason that no changes are recommended.

9. Overtime: The PBA is seeking to increase the overtime rates in the current agreement. At present, members receive overtime pay at time and one-half for all hours worked in excess of forty hours per week. The Employer claims that the present overtime formula is consistent with State law and is clearly representative of the current County practices and policies in this area. At present, officers receive time and one-half overtime rates after completion of the work week.

DISCUSSION AND RECOMMENDATIONS:

The overtime rate in Walden appears to be consistent with that of the rest of the County, the majority of whom appear to pay overtime after completion of a work week. While the proposal submitted by the PBA is not unknown in police circles, the comparables in Orange County do not warrant this change at this time.

10. Workers' Compensation Insurance: The Union is seeking a deletion of Article IX, §10 of the current Agreement claiming

that §207-c of the General Municipal Law covers that topic. The Employer, while acknowledging a degree of duplication in the contract and State law, submits that contract law does not prohibit the inclusion into a labor agreement of similar State statutes and codes.

DISCUSSION AND RECOMMENDATIONS:

The Union's demand for removal of Article IX, §4 is un-persuasive to the Undersigned. No showing of harm or interest was submitted as to warrant such a change; it is for that reason that it is recommended that Article IX, §4 shall be continued for the life of the Agreement.

11. Grievance Procedure: The Union is seeking a three step grievance procedure which culminates in a final and binding decision by an impartial arbitrator. The Employer claims that while it is not opposed to binding arbitration per se, the Union has failed to demonstrate a need for it. The number of grievances filed has been minimal, and it is clear that the present grievance system is working.

DISCUSSION AND RECOMMENDATIONS:

While the number of contracts within Orange containing binding arbitration for the resolution of grievances appears to be in a slight majority, in this instant Case the Union

could obtain from a unit of five police officers is so insignificant as not to warrant any change whatsoever.

DISCUSSION AND RECOMMENDATIONS:

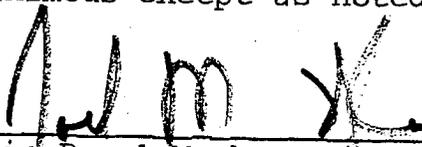
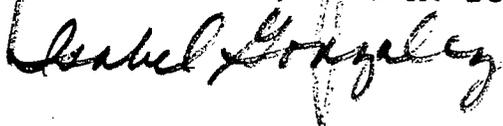
The number of health insurance "caps" negotiated in collective agreements in New York State is increasing at an extremely slow rate. While it is true that the Employer did obtain such language in the U.A.W. agreement, no police agreement in the County contains such a provision. It is for that reason that this proposal is rejected at this time.

SUMMARY:

All of the above stated items were discussed at the Interest Arbitration hearings and in executive session. A careful analysis was conducted of each of the items; the principal criteria utilized were those set forth in the New York State Taylor Law. This Award was unanimous except as noted below.

ISABEL GONZALEZ
COMMISSIONER OF DEEDS
City of New York - No. 1-2385
Cert. Filed in New York County
Commission Expires Sept. 1, 1984

STATE OF NEW YORK
COUNTY OF NEW YORK


Public Panel Member, Joel M. Douglas


On this day of 1983, before me personally came and appeared Joel M. Douglas to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

George Shebitz

Employer Panel Member, George Shebitz, Esq.

(I agree with all the above-stated items except with the findings on the health insurance caps (Item #12).

STATE OF *NEW YORK*
COUNTY OF *KINGS*

On this *12* day of *MAY*, 1983, before me personally came and appeared George Shebitz to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

DONNA MANZO
Commissioner of Deeds
City of New York - No. 2-3478
Certificate Filed in Kings County
Commission Expires July 1, 1983
Donna Manzo

John P. Henry

Employee Organization Panel Member, John P. Henry

(I agree with the above-stated items except for the Panel's findings on agency shop (Item #7).

STATE OF *New York*
COUNTY OF *Westchester*

On this *27th* day of *April*, 1983, before me personally came and appeared John P. Henry to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Diana J. Gardner

DIANA J. GARDNER
Notary Public, State of New York
No. 4692141
Qualified in Westchester County
Commission Expires March 30, 1983