

MAR 19 1990

COMM. 11578

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD  
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In the Matter of the Arbitration  
Pursuant to Section 209 of the  
New York State Civil Service Law

-Between-

PERB CASE NO IA88-38;  
M-88-374

TOWN OF NEW WINDSOR

-and-

NEW WINDSOR POLICE BENEVOLENT  
ASSOCIATION  
----- X

APPEARANCES

FOR THE ASSOCIATION

John Henry, Vice President  
New York State Federation of Police  
Greg Gaetano  
Michael Suttlehan, President  
New Windsor PBA

FOR THE TOWN

Dr. Charles Ganim  
Chief Cory, Chief of  
Police

BEFORE:

PUBLIC ARBITRATION PANEL:

Douglas Bantle, Chairman  
Reynold A. Mauro, Esq., Arbitrator  
Ross Haber, Esq., Arbitrator

## BACKGROUND

The New Windsor Police Benevolent Association filed proposals during 1988 seeking amendments to a collective bargaining agreement expiring December 31, 1988. The proposals submitted on behalf of the New Windsor Police Benevolent Association were for a one year contract commencing January 1, 1989 and terminating December 31, 1989.

The New Windsor Police Benevolent Association submitted 31 proposals. The Town submitted its own proposals seeking several "give backs", including employee participation in the health insurance program.

Mediation was conducted before the Chief Regional Mediator, Louis Smith, and the parties were unable to reach agreement.

The New Windsor Police Benevolent Association filed a petition for compulsory interest arbitration and the within panel was appointed pursuant to the selection process proffered by the New York State Public Employment Relations Board.

## DISCUSSION

The New York State Civil Service Law (Section 209) provides for various criterion to be considered by an interest arbitratin panel, including 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.

The Petitioner assumed the burden of going forward and called as its first witness, Edward J. Fennell, a Municipal Finance Consultant, with a wide range of experience representing both management and labor and in matters of fiscal analysis of municipal ability to pay.

Fennell specifically found that the overall real property tax of the Town of New Windsor is below the average for Towns, Cities and Villages in the County. He found further that an unappropriated surplus exists in the amount of \$702,708 and that the Town has historically underestimated revenues and overestimated expenditures leading to past budget surpluses.

Fennell provided an analysis of the specific budget of the Town and found that "public safety expenses are budgeted to be 13.7% more than actually spent last year" and that "police salary and wages have an increased appropriation of 11.4%.

The balance of the New Windsor Police Benevolent Association's evidence primarily was from submission and included a comparison of roster figures of police departments within the County. This analysis showed that the police departments in Orange County ranged in size from a low of 5 police officers (Village of Cornwall) to a high of 72 police officers (City of Newburgh). Town of New Windsor with 29 full time employees falls behind only Newburgh (72), Middletown (50), Newburgh Town (35) in size of the 19 police departments existing within Orange County.

The New Windsor Police Benevolent Association demonstrated that municipalities in Orange County reporting salary increases for 1989 as follows:

Cornwall Village	6.5%
Greenwood Lake	13.4%
Monroe	3%
Tuxedo Park	10%
Walden	6.5%
Warwick	6%
Washingtonville	6%

Blooming Grove	6%
Cornwall Town	4%
Newburgh Town	5%
Tuxedo	6%
Warwick Town	7% (with split raises)
City of Newburgh	7.5% (with split raises)

The jurisdictions not reported above were in negotiations and/or pending arbitration.

AWARD OF COMPULSORY INTEREST PUBLIC  
ARBITRATION PANEL

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A. Wages: Both parties provided strong arguments in support of their positions with reference to wages. The New Windsor Police Benevolent Association presented evidence clearly demonstrating that wages within the County averaging well in excess of 6% for 1989. The Town, on cross examination of the PBA's witnesses, argued strenuously that the immediate surrounding jurisdiction had not had raises that high and, in addition, that the Town of Cornwall, which is an immediately contiguous town, only received a raise of 4% and that the Town of Newburgh, another immediately contiguous town, received a wage of 4%. The Town argued, also, that members of the New Windsor Police Benevolent Association are among the highest paid police officers within the County.

The New Windsor Police Benevolent Association argued strenuously in support of its proposal to reduce the existing number of salary steps. The New Windsor Police Benevolent Association argued and demonstrated that the step schedule in New Windsor is the longest within the County (10 years until top pay). The Panel, with complete understanding of the positions of both parties, makes the following award:

- Effective January 1, 1989 all salaries to be increased 5.5%;
- Effective January 1, 1990 all salaries to be increased 6.5%.

B. No award is made in the reduction of salary steps. This is an item that should be agreed upon between the parties.

C. Payment of longevity. The Town argues persuasively that the additional steps in the Town of New Windsor Police Department are in fact longevity steps. The New Windsor Police Benevolent Association argues strenuously that even if this is the case, there is no growth in salary after the tenth year. The panel is cognizant of the arguments of both parties but believes that this is a benefit that should be developed between the parties in negotiations.

Award. No longevity shall be added to the existing contract.

D. Superior Officers Differential. The New Windsor Police Benevolent Association argues that the system of compensation maintained by the Town for superior officers and others on special assignment has diminished over the past four years. The Town maintains a flat rate differential system paying \$1500 to detectives and superior officers. The New Windsor Police Benevolent Association has also demonstrated that the identification officer is utilized in much the same fashion as a detective but receives no additional compensation. The Town does not necessarily disagree with the New Windsor Police Benevolent Association on the shrinkage of the differential but apparently is skeptical of a percentage differential system. An increase is clearly in order. The identification officer should also be added to the differential system.

Award. Effective January 1, 1990, identification officer to be added to the differential system and the \$2,000 differential is to be received by all detectives, youth officers, identification officers and superior officers.

E. Canine Patrol (K-9). During the Executive Session, the parties representing the interest in this proceeding agreed to incorporate language into the existing contract that will define the existing compensation practice of canine officers. This shall not be construed to abrogate the ability or right of the employer to eliminate this assignment.

F. Health Insurance. The Town requested that the panel consider a change in the health insurance provision. The Town notes that it is currently in the Empire Plan and that the costs of this plan have become prohibitive, having moved into the cost area of approximately \$4,000 per year for family coverage. The Association strenuously resisted this change; however, the Association states that it does not oppose the changing of the carrier as long as such change does not result in a reduction of benefits.

Award. It is the award of this panel that the issue of health insurance be maintained as an open item and that the

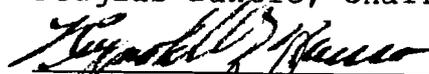
Association shall agree to the implementation of a health insurance program with a new and different carrier if the benefits contained therein are substantially the same as those currently enjoyed by the Association under the collective bargaining agreement. The panel further awards the employer the right to convert the existing health insurance program at the Town's expense upon reasonable notice to the PBA to the current Orange County "Consortium Health Insurance Plan" for municipalities.

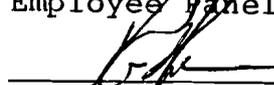
G. Term of this agreement. The award of this panel is for a two year period commencing January 1, 1989 and terminating December 31, 1990. The prior contract and arbitration award shall be maintained in full force and effect except as amended by this award.

H. Scope of Award. That all prior agreements and interest arbitration awards between the parties not specifically amended by the terms of this award, shall continue and the parties agreement reached during the course of negotiations on uniform allowance concerning the purchase of uniforms shall be incorporated into the new agreement that results from this award.

Dated: February 8, 1990

  
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Douglas Bahtle, Chairman

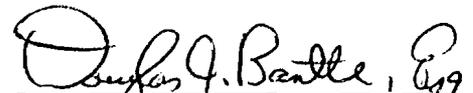
  
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Reynold A. Mauro, Esq.  
Employee Panel Member

  
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Ross Haber, Esq.  
Employer Panel Member

STATE OF NEW YORK     )  
                                  ) SS.:  
COUNTY OF MONROE     )

On this FIFTEENTH day of FEBRUARY, 1990, I,  
DOUGLAS J. BANTLE, ESQ., do hereby affirm upon my oath as  
Arbitrator that I am the individual described in and who  
executed the foregoing instrument.

February 15, 1990  
Mendon, New York

  
DOUGLAS J. BANTLE, ESQ.

