

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

**In the Matter of the Interest Arbitration
between**

VILLAGE OF DELHI

and

**NEW YORK STATE FEDERATION
OF POLICE, INC.
(DELHI POLICE BARGAINING UNIT)**

PERB CASE NO. 1A90-021

AWARD OF ARBITRATION PANEL

September 1991

In July 1988, the Village of Delhi recognized the New York State Federation of Police, Inc. (Delhi Police Bargaining Unit) as the bargaining agent for the full-time patrolmen employed by the Village. Negotiations between the parties over the next several months failed to produce a settlement, as did two meetings of the parties in October and November 1990 with a mediator appointed by the Public Employment Relations Board (PERB). In January 1991, in response to a petition filed by the Federation, PERB appointed the undersigned as members of a Public Arbitration Panel to resolve the dispute between the Village and the Federation.

On May 1, 1991, a hearing of this case was held in Delhi, New York. Representing and testifying for the Federation were John Gibbons, Attorney, and Edward Fennell, Municipal Finance Consultant. Representing and testifying for the Village was William Stratton, labor relations specialist. In accordance with Section 209.4 of the Taylor Law, the parties were given the opportunity at the hearing to present orally or in writing, or both, statements of fact, supporting witnesses and other evidence, and argument

of their respective positions...." At the conclusion of the hearing on May 1, and again on May 2, the members of the Arbitration Panel met in executive session. Panel members agreed that the chairman would draft a report of the agreement reached by a majority of the panel in their executive sessions and circulate that report to the other panel members, allowing each the option of attaching a statement explaining his reasons for dissenting from portions of the majority award. As a result of that process, a majority of the panel agreed on the following determination of this dispute.

STANDARDS OF JUDGEMENT

Section 209.4 of the Taylor Law directs interest arbitration panels to take into consideration, "in addition to any other relevant factors," the following criteria:

(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.

In this case, we find that the first criterion -- comparison with similar employees in comparable communities -- is the most important standard for judging most of the issues in dispute. That standard is widely accepted as a measure of equity in union-management disputes, particularly when "the financial ability of the public employer to pay" -- the second of the above criteria -- is not in serious dispute. The Village argued persuasively that given the present financial crisis in New York State government, leading to the likelihood of cuts in state aid to local governments, the Village should not be required to take on major new financial obligations at this time. The Village did not refute, however, the evidence presented by the Federation, through the testimony of Edward Fennell (as summarized in Federation exhibit 20), that the Village clearly has the ability to fund, without major difficulty, the increase in salaries and benefits awarded below.

The third criterion -- the "comparison of peculiarities" of the police function "in regard to other trades or professions" -- carries no separate weight in this award, since the parties largely agreed that the appropriate comparison under the first criterion is between the police in Delhi and the police in similar communities. On the other hand, we give some weight to the fourth criterion -- the "terms of previous agreements between the parties" -- since the contract in dispute will be the first between the parties, and the Federation cannot expect to "catch up" immediately with the employment terms negotiated over a longer period by other police unions in the area.

TERM OF AGREEMENT

The majority of the panel hereby award that the term of the agreement shall be from June 1, 1990, through May 31, 1992. That contract term

represents an equitable compromise of the Federation's desire for maximum retroactivity, given the delay that has occurred in the negotiation of this first contract, and the Village's desire for the maximum possible delay before negotiations for the next contract must begin.

SALARY

The Village currently employs three full-time patrolmen: Robert Walsh, whose base salary as of June 1, 1990, was \$16,500 (representing a 13 percent increase over his 1989-90 salary); Timothy Steward, whose June 1990 salary was \$18,583 (a 5 percent increase over 1989-90); and Richard Barlow, whose June 1, 1990 salary was \$20,402 (a 5 percent increase over 1989-90). The Federation proposed a step schedule to be effective June 1, 1989, that called for salaries ranging from \$18,000 to \$25,300, depending upon rank and years of service; in the 1990-91 contract year, the Federation schedule called for salaries ranging from \$19,500 to \$27,830. The Village proposed retention of the salary increases it had awarded bargaining unit members on June 1, 1990.

The majority of the panel hereby award the following salaries:

- (1) Effective June 1, 1990, Patrolman Walsh shall continue to receive his base salary of \$16,500, representing a 13 percent increase over his 1989-90 salary; and Patrolmen Steward and Barlow shall each receive an increase of 7 percent (including the 5 percent increase already granted them) over their 1989-90 base salaries.
 - (2) Effective June 1, 1991, all three patrolmen shall receive a 7 percent increase over their 1990-91 base salaries.
-

Those increases represent an average increase in bargaining-unit salaries of 9 percent in 1990-91 and 7 percent in 1991-92. The 9 percent average increase awarded for 1990-91 constitutes only a small increase over the average $7 \frac{2}{3}$ percent increase already instituted by the Village for 1990-91. Also, although comparisons with salaries in neighboring villages are difficult to make with any precision (because in each village salaries vary by the length of service of each police officer), the increases awarded for 1990-91 will provide the Delhi patrolmen rough salary parity with the unionized patrolmen in Hamilton and Cooperstown, and the increases will narrow -- although certainly not eliminate -- the pre-1990 salary differential between patrolmen in Delhi on the one hand and Walton and Sidney on the other hand.

Neither party presented data on salary increases for 1991-92 in the other four unionized departments in the area (Hamilton, Cooperstown, Walton, and Sidney), perhaps because those units have not yet agreed on increases for that year. Given the current economic climate in local governments in New York State, however, it would be surprising if increases in those four other unionized police departments averaged more than the 7 percent we are awarding to Delhi patrolmen for 1991-92. Also, it should be noted that below we are awarding for 1991-92 an increase in retirement premiums to be paid by the Village that equals an average 7.7 percent of the gross salaries of the members of this bargaining unit. Thus, the combined salary and retirement increases we are awarding for 1991-92 will very likely continue to narrow any gap between the salary and benefit status of Delhi patrolmen and the salary and benefit status of their counterparts in the other four unionized police departments in the area for which the parties presented data.

Finally, as noted above, we find that the Federation demonstrated that the Village has the ability to pay the salary increases we are awarding.

RETIREMENT BENEFITS

The Delhi Police officers now share with the Village the cost of a state pension program providing pension benefits at age 55. The Federation proposed that the Village cover the entire cost of a plan providing retirement benefits after 20 years of service; the Village proposed no change in the present plan.

The majority of the panel direct the Village to adopt and implement for all members of the bargaining unit, effective either June 1, 1991, if allowed by the State Retirement System, or within thirty (30) calendar days of the date of this award, coverage under Section 384-d of the New York State Police-men's and Firemen's Retirement System, and that the cost of such coverage be borne fully by the Village. We recognize that this benefit will be costly to the Village, averaging, as noted above, 7.7 percent of the gross salaries of the present members of the bargaining unit. The Village did not dispute the assertion of the Federation, however, that this benefit is now provided in nearly all police contracts in the state. Also, the increase in retirement costs to the Village will not be the full 7.7 percent of salaries, of course, since the Village is already contributing to the cost of the present retirement plan.

HEALTH INSURANCE

The Village currently pays 75 percent of premium costs for individual coverage and 25 percent of premium costs for family coverage under a medical insurance plan. The Federation proposed that the Village pay 100 percent

of premium costs for both individual and family coverage; the Village proposed retention of the present financing arrangement.

The majority of the panel award retention of the present financing arrangements for the duration of the 1990-1992 contract. This cost-sharing formula is somewhat less generous to Delhi employees than the formulas in other police contracts in the area, but since we are awarding full "catch-up" to the area with respect to retirement benefits, we believe it is equitable to permit some lag in health insurance benefits in this first contract.

RECOVERY OF TRAINING COSTS

The Village proposed that in the event the Village is required to provide the basic training course for a police officer and in the event the officer voluntarily separates from the department within three years of the date of completion of training, the officer shall reimburse the Village for some or all wages and expenses paid by the Village during the officer's basic training. The Federation objected to the inclusion of any such provision in the agreement.

The majority of the panel direct that the contract contain a provision, effective June 1, 1991, identical to Article XVII in the 1990-93 Agreement between the Village of Walton and the Walton Police Benevolent Association, with two exceptions: the Delhi provision shall apply to officers hired after March 31, 1989, rather than, as in the Walton contract, those hired after June 1, 1990, and the reimbursement liability shall not include wages paid during training but only the expenses of training. Reimbursement of training expenses shall follow the Walton formula: an officer voluntarily separating from the police department within 12 months after training has been completed shall on demand reimburse the village for 100 percent of training expenses; those separating within one to two years shall reimburse 60

percent of training expenses; and those separating between two and three years after training shall reimburse 35 percent of training expenses.

OTHER ISSUES

We will discuss the remaining issues in dispute more briefly than we have discussed salaries, retirement benefits, health insurance, and training costs, since the remaining issues are both less complex and often less costly.

Grievance Procedure

The grievance procedures proposed by the parties differed in several respects, with the key disagreement over whether the final step shall be a binding decision by the Village Board (as proposed by the Village) or by a neutral arbitrator (as proposed by the Federation). The majority of the panel direct the inclusion of the grievance procedure proposed by the Federation (its proposed Article XVII), since the vast majority of union-management contracts in this country have long incorporated arbitration as the equitable final step in their grievance procedures.

Four Miscellaneous Provisions

In the Village's response of January 10, 1991, to the Federation's request for interest arbitration, entered as Federation exhibit XVIII, William Stratton stated that attachment 1 of the Village Response "represents terms and conditions of employment that the parties had reached agreement on during the course of collective bargaining." The chief negotiators had initialed provisions entitled "No Discrimination", the Savings Clause, Taylor Law language, and Jury Duty, but the Federation negotiator had also added to his initials on three of those provisions the rather puzzling comment, "Same as TBA's proposal." That Federation negotiator was not present at the hearing, but he later informed Mr. Solfaro that he had intended that notation

to indicate that he disagreed with the Village's proposed language and was continuing to insist on the Federation (or TBA) proposal language. That explanation is a trifle confusing, however, since the parties' proposals on Taylor Law language are identical, and they differ only minimally on the other three subjects. The majority of the panel therefore directs the inclusion in the contract of the four provisions identified by the Village as having been agreed on during the course of collective bargaining.

Recognition

The Village proposed that the bargaining unit be defined to consist of all regular full-time police officers employed by the Village "except for the Chief of Police, Lieutenants, and Sergeants," whereas the Federation proposed that the bargaining unit include all full-time police officers except the Chief of Police. The Village does not presently employ either a Lieutenant or a Sergeant, but if it does in the future, there is little reason why such officers should not be included in the bargaining unit. The majority of the panel therefore direct the adoption of the Federation proposal that the bargaining unit shall consist of all full-time officers except the Chief of Police.

Federation Definitions

As Article I of its proposed contract, the Federation proposed the inclusion of eight definitions of terms to be used in the contract. Most of these definitions are noncontroversial, and the Panel directs their adoption with three exceptions:

Section 5 shall read, in accordance with the above decision concerning recognition: "Bargaining unit" shall mean all full-time police officers except the Chief of Police.

Section 6 shall be moved to the section of the contract dealing with the grievance procedure.

Section 7 shall be amended to read: "...length of time measured from the original date of appointment as a member of this bargaining unit."

Management Rights

The parties presented significantly different proposals concerning management rights. As an equitable compromise of those conflicting proposals, the majority of the panel direct the inclusion of the management rights provision (Article XVIII) in the 1990-1993 Agreement between the Village of Walton and the Walton Police Benevolent Association.

Federation Dues

The Federation proposed that each member of the bargaining unit be required to pay Federation dues as a term and condition of employment; the Village proposed that any dues deduction from employee salaries be voluntary and individually authorized. The majority of the panel direct the inclusion in the contract of the Village proposal (Article VIII) on this subject. There are strong arguments on both sides of this issue, but as a practical matter a union seldom wins the full union (or agency) shop in a first contract.

Paid Holidays

The Village currently provides its police officers with ten paid holidays, and the Village proposed continuation of that policy. The Federation proposed twelve paid holidays, as provided in the police agreements in Walton, Sidney, Hamilton, and Cooperstown. The majority of the panel direct the inclusion in the contract of the Federation proposal for twelve paid holidays, but the Federation proposal (its Article X) shall be amended as follows in the following respects:

Section I shall read in its entirety: "Effective June 1, 1991, members shall be entitled to twelve (12) paid holidays per year whether worked or not."

Section 2 as proposed .

Section 3 shall read: "Any member who is required to work on any of the holidays designated in Section 2 of this Article shall receive his normal rate of pay plus an additional 12 hours of pay.

Section 4 shall be deleted, and Sections 5 and 6 shall be renumbered 4 and 5.

Overtime and Call-In Pay

The majority of the panel direct the inclusion in the contract of the Federation proposal (its Article XI) on this subject, effective June 1, 1991, with the exception that the last sentence in Section 1 shall be deleted. The Federation's proposal is roughly in line with the provisions on this subject contained in other area police contracts.

Personal Leave

The Federation proposed six paid personal paid leave days per year; the Village proposed two personal leave days, together with an explicit definition of the purposes for which such leave days could or could not be taken, and a requirement that the written request for such leave must contain the reason for the leave. The majority of the panel direct the inclusion in the contract of the Village proposal on this subject (its Article XII), except that the third para-graph in this provision shall read: "Upon approval, members may take up to four (4) personal business leave days per year." That provision represents a reasonable compromise of the parties' proposals on this subject.

Bereavement Leave

The parties' proposals on this subject were nearly identical. The majority of the panel direct the adoption of the Village proposal (its Article XV).

Sick Leave

The parties' proposals on this subject were also similar, with the major differences concerning the number of leave days to be accumulated each year (15 proposed by the Federation and 12 by the Village), whether there would be a cap on the total number of leave days that can be accumulated (none proposed by the Federation and 150 days proposed by the Village), and whether officers retiring or otherwise separating from employment with the Village should be entitled to payment for some portion of their unused sick leave credits (the Federation saying yes, the Village no). The majority of the panel direct the adoption of the Village proposal (its Article XV), which in most respect meets or exceeds the sick leave benefit provided by one or the other of the other four area police contracts entered into evidence (those for Walton, Sidney, Hamilton, and Cooperstown).

Vacation

The Village proposed retention of the present paid vacation schedule, providing two working weeks per year for officers in their second through fifth years of employment; three weeks for years six through ten; and four weeks per year for those with eleven or more years of continuous employment. The Federation proposed one work day per month of service, not to exceed five work days for those officers in their first year of employment, ten days for those in their second to fourth years, fifteen days for those in their fifth through ninth years, twenty days for those in their tenth through fourteenth years, and twenty five days with 15 or more years of employment. The majority of the panel direct the adoption of the Village proposal (its Article XIV), which easily matches and in some cases exceeds the vacation benefits provided in the other four area police contracts entered into evidence.

Duty Apparel

The Federation proposed that officers be supplied with a complete set of winter and summer uniforms, and that they also receive semi-annual payments of \$200 in the first year of the contract, and \$250 in the second year, for cleaning and maintenance of duty apparel, in addition to a semi-annual "duty apparel allowance" of \$250 in the first year of the contract and \$300 in the second year. The Village proposed retention of the present arrangement, under which the Village provides a complete set of winter and summer uniforms but does not provide any maintenance payments. As an equitable compromise of the parties' proposals, the majority of the panel direct the adoption of the following uniform allowance provision (Article IV) in the 1990-1993 Agreement between the Village of Walton and the Walton Police

Benevolent Association:

All uniforms and equipment shall be furnished by the Village. All employees in the bargaining unit shall receive a uniform, maintenance, and shoe replacement allowance of \$300 per year, payable upon the submission of vouchers satisfactory to the Village. Said uniform maintenance and shoe replacement allowance shall be paid monthly.

Education Incentive

The Federation proposed that the contract contain an Education Incentive Program, calling for the Village to pay "the full cost of tuition and books for members attending courses leading to a degree in Police Science and/or Criminal Justice" and also providing that officers who have earned a degree in either of those specialties should receive an annual stipend, depending on the degree earned, of \$400 - \$1,000. The Village opposed the inclusion of any such provision. The majority of the panel agree with the Village position on this subject. The purpose of this Federation proposal is

laudable, but it is unrealistic to expect such an unusual benefit to be included in a first contract.

DATED: September 6, 1991

Donald E. Cullen

Donald E. Cullen

Public Panel Member and Chairman

I (~~concur in part~~) (dissent in part) from the chairman's award.

Dated: 7/9/91

Anthony V. Solfaro

Anthony V. Solfaro

Employee Organization Panel Member

I (concur in part) (dissent in part) from the chairman's award.

Dated: August 26, 1991

Anthony Massar

Anthony Massar

Employer Panel Member

EMPLOYER DISSENT

17 Lydia Street
Binghamton, NY 13905
August 26, 1991

MR DONALD E CULLEN
PUBLIC PANEL MEMBER AND CHAIR
301 MAPLE AVENUE APT A-3
ITHACA NY 14850

RE: DELHI INTEREST ARBITRATION AWARD

Dear Mr. Cullen:

It is an accepted fact that the financial status of New York State, and, thus, resultant diminished aid to its political subdivisions, is in a state of crisis. Indeed, the third party neutral on the arbitration panel, in his Draft Copy of the Award, stated:

"The Village argued persuasively that given the present financial crisis in New York State government, leading to the likelihood of cuts in state aid to local governments, the Village should not be required to take on any major new financial obligations at this time."

The neutral arbitrator has awarded an increase in the areas of Retirement (384-D, start up cost of \$3,962 plus 8.46% of Barlow's gross pay, 6.14% of Stewart's gross pay and 8.54% of Walsh's gross pay--this is not reversible under NYS Retirement System regulations).

In addition to the above, the neutral arbitrator has awarded an increase of two (2) paid holidays plus an additional 12 hours pay if they work on the holiday.

Mr. Donald E. Cullen
August 26, 1991
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The neutral arbitrator also increased the overtime rate of pay by awarding overtime payment after eight (8) hours worked plus payment at the overtime rate for being called-in from their normal time off for 4 hours of pay even if they do not work the 4 hours.

While acknowledging the financial crisis facing the State and its local governments, (Villages included) the neutral arbitrator ignored the logical extension of the crisis as being long term and, relying on the Village's ability to increase taxes, in fact, by his Award obligates the Village to major financial increases. One cannot escape the conclusion that, if the State is in a long term financial crisis which will reduce financial aid to the Village, by awarding large long term financial increases to the bargaining unit, the Village is forced to either transfer funds from an already reduced budget (robbing Peter to pay Paul), or to raise taxes to fund the increases for a three (3) member bargaining unit. By doing this, you are passing the burden on to the taxpayers whose taxes have already been raised under the current budget. Such an award is fiscally irresponsible.

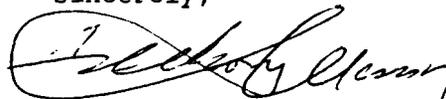
The neutral arbitrator posed the following question to the Village during the Interest Arbitration:

"How does the Village respond to the tradition of the 'first contract' always being financially higher than the status quo?"

The Village responded "In normal financial times that may be the case, but these are not normal financial times." The Village maintains this position and the economy has proved this to be true.

The Village submits that the neutral arbitrator's Award in the area of major long term financial increases is abhorrent to sound economic practice and a detriment to the residents of the Village of Delhi.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Massar", written in a cursive style.

Anthony Massar

dw

UNION DISSENT

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X
In The Matter Of The Interest
Arbitration

Between

VILLAGE OF DELHI

And

NEW YORK STATE FEDERATION OF POLICE, INC.
(DELHI PBA BARGAINING UNIT
-----X

Separate Opinion
and Award
P.E.R.B. Case No.
IA90-021

I write this separate opinion in order to dissent from those portions of the award as packaged by the Chairman, which denies the Federation of Police, Inc. (Delhi PBA Bargaining Unit) proposals which clearly met the statutory provisions applicable to compulsory interest arbitration pursuant to Civil Service Law, Section 209.4 and as amended.

The Village did not provide any substantive documentation or expert witness testimony to refute any of the cases submitted by the "Federation." In fact, the Village did nothing more than provide hand outs of no authoritative value and two (2) collective bargaining agreements from areas deemed not comparable to Delhi to organized police unions in County or contiguous to it.
DELAWARE

The package, as presented by the Chairman, was rejected by both panel members. Thereafter, a vote was requested on each and every subject in order to achieve a majority vote.

I will address each and every subject I dissented on and the reasons for that vote:

TERM OF THE AGREEMENT

I dissented from the majority in that the Delhi PBA Unit members were recognized in 1988 and attempted to reach resolution through collective bargaining since that date. The majority of this panel does not have the authority to disregard the facts pertaining to recognition and negotiations and arbitrarily deny the unit members their rights under the statute. As I pointed out during deliberations, neither party had a proposal for the fiscal year 1991-1992. Also, no testimony was provided by either party for such a benefit. The majority of this panel has exceeded its authority, and the term of the agreement should be July 1, 1989 through May 31, 1991.

SALARY

I dissented from the majority in that the Delhi PBA Unit members are entitled to retroactive monies effective June 1, 1989 through May 31, 1991 as evidenced in PBA Exhibit #20 which was unrebutted and uncontroverted by the Village. As stated above, no testimony or proposals were before this panel concerning the fiscal year 1991-1992.

Lastly, the evidence submitted overwhelmingly supported the implementation of an incremental wage schedule and longevity plan. However, the majority ignored the comparables and voted to maintain the status quo of three (3) different wages for the incumbents and perpetuate an archaic pay schedule. Lastly, without the implementation of an incremental wage schedule and longevity plan, the unit has no specific starting wage for

any possible candidate who comes to Delhi. Again, the wage is left up to the Village which may determine an artificially low starting wage or a wage that is very close to Officer Walsh (last hired) who would have more experience and years of recognized service. The additional problem becomes one of morale for the unit. The can't "catch up" immediately concept, fostered by the Chairman in his standards of judgment section, is not appropriate and conflicts with his decisions in other areas of the award.

HEALTH INSURANCE

I dissented from the majority in that the Delhi PBA Unit members are not receiving wages sufficient enough to support the contributions on both individual and family coverage. There is no protection for these unit members concerning a cap in order to prevent my further erosion from their respective wages. The percentage co-payments, twenty five percent (25%) for individual and seventy-five percent (75%) for family coverage, has an enormous impact on their limited wages which can neither support such an open ended requirement or have the cost increases disproportionately placed on their backs.

RECOVERY OF TRAINING COSTS

I dissented from the majority in that Officer Walsh is now subject to this provision when, in fact, it was not a requirement upon his hire. To make this benefit retroactive is onerous at best. For a prospective employee to understand his/her requirement upon entering service is one thing, but

when this award refuses to support the evidence and testimony (especially the term of the agreement) it is beyond me to comprehend the rationale of placing Officer Walsh in the untenable position of paying money back to the Village in the event he elects to leave for "greener pastures."

MANAGEMENT RIGHTS

I dissented from the majority in that the respective parties had proposals in this area. The Chairman places a whole article from another contract which does not represent the parties positions. No testimony was elicited as to how the Village of Walton article on management rights evolved and what each party received in exchange for that language with respect to other contract articles and the subject matter contained therein. This panel member objects to the inclusion of this article without the proper "catching up" in the other areas this first (1st) contract deserves.

FEDERATION DUES

I dissented from the majority in that this was a non-economic item with no cost attached to the Village if implemented. Again, the exclusion of a unionized shop, but the inclusion of a management rights clause, shows the lack of balance in this award.

PERSONAL LEAVE

I dissented from the majority in that these unit members are being severely restricted in obtaining time off by the Village's proposal being personal leave is to be awarded liberally construed and granted when requested. Under the language awarded,

it leaves the door wide open to arbitrary denials without redress. As heatedly discussed in Executive Session, this Village has not demonstrated any abuse by these unit employees which would cause such an adoption. This benefit is no benefit at all.

BEREAVEMENT LEAVE

I dissented from the majority in that the proposals are not nearly identical. The Village proposal, as awarded, states time off may be granted. There is no mandated benefit. The Federation proposal states members shall be entitled in the event of death. The substantive days off in each category are identical. If it is the intent to grant the respective days off to the unit member in the event of death, then the unit member should not be subjected to "maybe," but "shall be" entitled to that time off.

SICK LEAVE

I dissented from the majority in that the proposals are not similar as stated within the award. The substantive differences other than the amount of sick days is evident by just reading the proposals. For example, in number six (6) of the Village proposal, the unit member "must" notify the Chief of Police before noon on the first (1st) day of taking sick leave. What happens to the officer working evenings or nights who may not be sick at that time in order to notify the Chief of Police as required? The second (2nd) sentence makes no sense whatsoever. It is not even a sentence. In attempting

to understand it, it appears to be in contradiction to section five (5) of Village Article XII. Another example is section seven (7) has already convicted a unit member in that abuse does not have to be proven. It leaves no discretion as in the Federation proposal that provides the Village latitude by using "maybe cause" instead of "shall be cause." This lopsided proposal is like many of the Villages proposals with its dictatorial language. Each case is subject to review on a case by case basis and processed accordingly. The adoption of this article only continues the Village's domination of this units members. Again, as you look at section nine (9), it speaks to "calendar days." How is the Village going to know if a unit member was sick during his pass days (days-off)? This section is really unenforceable and an administrative nightmare for those who are going to try and enforce it. If it read five (5) or more work days, it would make sense from the standpoint of implementation. Lastly, section ten (10) appears in direct conflict with section three (3) pertaining to section 207-C of the General Municipal Law.

It is apparent that grievances will result more from this article than most others contained in this award.

VACATION

I dissented from the majority in that the contracts placed in evidence, five (5) of them, cannot be viewed in a vacuum when those municipalities, even though I deem the Villages of Hamilton to Cooperstown not be comparables, have other benefits

not afforded to this unit. A limited set of examples are that an incremental wage and longevity plan exists in four (4) units, shift differential in four (4) units, educational benefits or incentive in four (4) units etc. It is misleading to state that the Village's proposal easily matches and in some cases exceeds the vacation benefits as provided in other area police contracts.

None of the Village's proposals exceed the area police contracts.

DUTY APPAREL

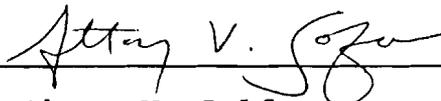
I dissented from the majority in that some of the language awarded is not clear and concise. The first (1st) sentence in the award is clear and concise in that it mandates and obligates the Village to provide all uniforms and equipment. However, the second (2nd) sentence indicates that the \$300 per year is for uniforms, maintenance, and shoe replacement. The money benefit is for maintenance and shoe replacement, not uniforms. If the comma is removed after uniform, then it is clear and concise that the money allocated is for only those two (2) areas. All uniforms and equipment, as well as any replacement or non items required, are to be furnished by the Village. Lastly, the submission of a voucher for maintenance and shoe replacement should not be subject to a voucher satisfactory to the Village. That application is too open ended when the allotted money is for a specific application. If the money is spent as intended, the voucher should be paid without fear of rejection and thus not being paid.

EDUCATION INCENTIVE

I dissented from the majority in that this proposal is being denied solely because the chair believes it is unrealistic to expect such an unusual benefit to be included in a first (1st) contract and not on the evidence submitted pertaining to the comparables (whatever they are), which include this incentive. The City of Oneonta, Villages of Cooperstown, Sidney and Hamilton provide this benefit.

If the contracts submitted are acceptable as comparables, then this benefit exists in four (4) of the five (5) contracts and, therefore, should have been awarded.

The above sets forth those portions of the award I dissented from.



Anthony V. Solfaro
Employee Panel Member