

JAN 05 1994

CONCILIATION

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
Case No. IA92-043; M-92-231

In the Matter of the Arbitration
- between -
CITY OF KINGSTON
- and -
KINGSTON POLICE BENEVOLENT ASSOCIATION, INC.

:
: DETERMINATION
:
: AND
:
: AWARD
:
: OF
:
: ARBITRATION
:
: PANEL
:
:

BEFORE:

Public Arbitration Panel:

Public Member and Chair: Susan T. Mackenzie, Esq.
Employer Member: James W. Roemer, Jr., Esq.
Employee Organization Member: Richard L. Burstein, Esq.

APPEARANCES:

For the Union: Gleason Dunn Walsh & O'Shea,
by: Ronald Q. Dunn, Esq.

For the City: Roemer & Featherstonhaugh,
by: William M. Wallens, Esq.
John J. Toy, Jr., Esq.

The New York State Public Employment Relations Board, having determined that a dispute continued to exist in negotiations between the City of Kingston and the Kingston Police Benevolent Association, Inc., (hereinafter the "City" or the "Employer" and the "Union"), and further that the dispute came under the provisions of Section 209.4 of the Civil Service Law, designated the above Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute. A hearing before the Panel was held on June 21, 1993, at which time the parties were

accorded full opportunity to present witnesses, testimony, documents and other evidence in support of their respective positions. Post-hearing briefs and other documentation were also filed with the Panel. Subsequently, the Panel met in executive session on September 8, 1993, October 25, 1993 and December 7, 1993.

The parties' existing collective bargaining Agreement expired on December 31, 1991. The parties commenced negotiations for a successor agreement in May 1992 and on or about July 17, 1992 when the parties were unable to reach a settlement, impasse was declared by the PBA. The parties were also unable to resolve the matter of outstanding issues in mediation and on or about February 9, 1993, the Union petitioned the Public Employment Relations Board for the appointment of an Arbitration Panel.

The parties indicated that the critical issues for resolution include: salary and salary payment schedules; health insurance; life insurance; drug testing policy; Section 207-C General Municipal Law procedure. In formulating its Award, the Panel, in accordance with its obligations pursuant to Civil Service Law Section 209.4, has taken into consideration, in addition to other relevant factors, the following:

- 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.
- the interests and welfare of the public and the financial ability of the public employer to pay;

- 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;
- 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.

Findings of Fact:

The Panel makes the following findings of fact, deemed relevant by the Panel in its determinations:

- The City of Kingston is located in Ulster County and in 1991 the population was approximately 23,095.
- The staffing of the City's Police Department consists of a Chief and Deputy Chief, and members of the bargaining unit including 72 full-time police officers in the ranks of Patrolman, Detective, Sergeant, Detective Sergeant, Lieutenant, Patrol Lieutenant, Detective Lieutenant as well as two Dispatchers and two Typists. The current base salary for these positions, effective since January 1, 1991, is as follows:

<u>Rank</u>	<u>Annual Salary</u>
Patrolman	\$25,807.91
Detective	\$32,242.26
Sergeant	\$33,720.75
Detective Sgt.	\$34,191.29
Lieutenant	\$35,859.46
Patrol Lt.	\$37,671.09
Detective Lt.	\$37,671.09
Dispatcher	\$20,255.06
Typist	\$21,711.67

- In January 1990, the Kingston Police Department was only one of seven police forces in New York State to meet the standard of the New York State Accreditation Program.
- The New York State Department of Criminal Justice Services has selected the Kingston Police Department to run its regional training academy, 95% of the instructors are members of the bargaining unit.

- Since 1991, there has been an increase in criminal activity, characterized by an increase in drug trafficking and related crimes, and the involvement of automatic weapons.
- The population of the City has continuously declined over the last several years:

<u>Year</u>	<u>Population</u>	<u>Percentage</u>
1960	29,260	-
1970	25,544	(-12.7%)
1980	24,481	(- 4.16%)
1990	23,095	(- 5.66%)

The 1990 census data also indicates that 55.8% of the City's population is between the ages of 21 and 64, 21.4% is over the age of 65, 21.9% under the age of 18, and 11.8% of the population falls below the poverty line.

- Several major local employers have or are in the process of eliminating positions in the Kingston area, including IBM (1200 jobs), National Micronetics Inc. (190 jobs) and Duplex Products Inc. (86 jobs).
- In 1991 and 1992, the City experienced budget problems, which in 1991 necessitated the appropriation of \$800,000 from its fund balance to cover 1991 expenses. There was no budget in effect from January 1, 1992 to February 28, 1992, necessitating the borrowing of over \$1,000,000 to cover general operating costs.
- The City's General Fund is the only fund from which Police Officers can be paid. The main sources of revenue of the Fund are state aid, real property taxes and county sales taxes.
- State aid decreased 27% from 1990 to 1991, 13.3% from 1991 to 1992, and an expectation of a further decrease in 1993. NYS Revenue Sharing has also declined from 105.4 per capita in 1990 to 59 per capita in 1992. Value of real estate has declined from \$434,027,551 in 1989 to \$432,544,299 in 1992.
- The full valuation of taxable real estate has risen during that time period as the result of the establishment by the State of the Kingston equalization rate, a figure based on a random sample of commercial, residential and vacant property and the 1992 rate was based on market value of property in 1988.
- Homestead tax rates have steadily increased, by 11.17% from 1990 to 1991, 8.91% from 1991-1992, and 8.76% from 1992-1993.

Non-homestead taxes increased by 14.70% from 1990-1991, 9.90% from 1991-1992, and 9.20% from 1992-1993. The City tax levy has similarly increased by 10.41% from 1990-1991, 9.76% from 1991-1992, and 7.68% from 1992-1993. (See brief page 13.)

- New sources of revenue to the City include the sale of the City of Kingston Laboratory to Lakeville Medical Laboratories Inc. in August 1992, with the purchase price of 15.5% of the collected net sales of the operation of the lab for 4 years, with a minimum of \$700,000 and a maximum of \$2,852,000. Of that anticipated, the City received \$310,000 in 1992, which monies were deposited into the Enterprise Fund, the fund that previously had been used to operate the Lab. The City's General Fund is one of the creditors of the Enterprise Fund, but under existing agreements all of the other creditors must be paid before the General Fund is able to recoup monies from the sale of the lab. It is anticipated that any monies received in 1993 will also go to pay other creditors. Similarly, payment of funds from the settlement of a law suit between the lab and the Kingston Hospital and Benedictine Hospital, \$2,020,000 prorated over a 15-year period, of which \$400,000 has been received has also been used by the Enterprise Fund to pay creditors other than the City's General Fund.
- For fiscal year 1992, the City's unappropriated fund balance was \$2,048,993. This amount includes a \$1,300,000 receivable owed to the Fund by the Enterprise Fund as well as \$878,168 due from other governmental units for funds laid out by the City to cover, for example, county and school taxes. Cash on hand as of January 1, 1993 was \$837,864, used to pay delinquent school and county taxes as well as other general operating costs.
- The cost to raise base salary and wages of bargaining unit members 1% would have the effect of increasing the 1993 tax levy by 0.29% and the General Fund budget by 0.16%.
- As of December 31, 1992, the City had exhausted 19.1% of its debt limit.
- Of the 17 jurisdictions cited by the parties as comparable, the Panel considered as of particular relevance to this proceeding: City of Poughkeepsie; City of Newburgh; City of Beacon.

PROPOSAL 1 - SALARY SCHEDULE

Current Provision: Article 27 sets forth the current salary schedule and provides for payment of salaries on a weekly basis.

Union Proposal: The Union proposes a two-year agreement, with the following changes in salary:

- The Union proposes that the weekly salary payment be maintained. The Union proposes a 6% increase in Year I of the contract term on the new schedule, and an additional 6% in Year II of the contract term. It also proposes a revision of the salary schedule to provide for a preliminary probationary step and certain additional steps, but no change in the weekly salary payment schedule.

The Union urges that a comparison of wage salaries and conditions with eight police departments within a 60-mile radius of the City (including Town of Newburgh, City of Newburgh, Town of Poughkeepsie, City of Poughkeepsie, Town of Colonie, City of Troy, Town of New Paltz, City of Middletown) and the Kingston Firefighters demonstrates the fairness and reasonableness of its salary proposal. It further notes that in 1992, more than one third of the bargaining unit was at the top step and that, for example, the top step for Patrolmen as compared to its comparables indicates an 18% differential. With respect to Sergeants, it points to a 25% difference in the top steps between that of the Sergeants' current salary and that of the average top step salary of Sergeants in its cited comparable jurisdictions. It contends that many of the jurisdictions cited by the City as not comparable. It also points

out that although the City proposes no raise in 1992, the comparable units it cites received raises between 3 and 5.7% for 1992 and more than 5% for 1993. Additionally the Union asserts that its addition of a probationary step for new hires with a lower starting salary would in effect save money for the municipality.

The Union further maintains that the City has the ability to pay its proposed salary increases given the \$2,000,000 Fund balance in 1992, the additional revenues from the sale of the Lab and settling of the law suit, and that the Lab and lawsuits no longer constitute a drain on City resources. It also notes that the overall tax rate is in the mid range of comparable municipalities of similar sizes in New York State, and that for fiscal year of 1993 the taxing margin represents only 21.4% of the limit whereas as of December 31, 1992, the City had only exhausted 19.1% of its debt limit. It also notes that the cost to raise Police Department base salaries and wages by 1% would only increase the 1993 tax levy by .29% and the General Budget by .16%. Additionally it cites the increase in drug trafficking and crimes involving weapons, and the high regard in which the police force is held both by the Captain and the profession in general.

With respect to the weekly payment schedule, the Union contends that despite any practice in the past, the current provision was negotiated in good faith, and that the Union had to go to arbitration to enforce the express right because of the City's refusal to comply with the provision. It deems any change in that provision

should be left to future negotiations between the parties and not imposed by the Panel.

City Proposal: The City proposes a two-year agreement with no increase in Year I of the contract term and a 4% increase in Year II of the contract term. It proposes no change in the salary schedule but it proposes a change to a bi-weekly salary payment schedule.

The City maintains that its salary proposal is reasonable given the demonstrated inability of the City to pay and the salaries of its cited comparable "river municipalities" (including the City of Beacon, the City of Cohoes, City of Hudson, Village of Monticello, Town of New Paltz, City of Newburgh, City of Poughkeepsie, City of Rensselaer and City of Watervliet). It notes that all are experiencing declining revenues and maintains that these jurisdictions are comparable because, unlike other communities in Ulster County, they have constitutional taxing limits. In its view, not only are Kingston police salaries comparable and in line with like communities, but Kingston also ranks well in terms of benefits such as vacation, holiday, court appearance pay, life insurance and health insurance. It views the jurisdictions cited by the Union as not comparable, not only because of the lack of constitutional taxing limits for many but also because of disparities in population, square mileage or proximity to New York City.

With respect to its ability to pay, the City maintains that even though there is a constitutional ability to pay, given the demo-

graphics of the City and its financial status, including declining population and particularly wage earning population and households, the lack of building and loss of local businesses--taxpayers are unable to pay any more substantial increase. It notes that the City had difficulty passing a budget in 1992 and that in order to pass a budget at that time, all departments had to reduce costs by 10%. It further cites the decline in state aid, the decline in the value of real property and what it deems as the "actual" equalization rate and the full valuation of taxable real estate. It notes in this regard that no property is being added to the tax rolls, and that there is a real decrease in actual taxable property, while at the same time certain costs, such as health insurance premiums, have increased substantially. It also maintains that funds from the sale of the laboratory and settlement of the law suit are secured for other purposes and are not available for paying salary increase.

In support of its position the City also notes that the Kingston Firefighters not only agreed to a decrease in the starting salary but also received no increase for 1992 and a modest increase for 1993. Furthermore, the Firefighters settled for a three-year contract, which represents a savings to the City. It maintains that that the Firefighters unit also made concessions in overtime and decreased manning, resulting in substantial savings used to "pay for" the 1993 and 1994 salary increases. It also notes that every other unit in the City is paid on a bi-weekly schedule and

that for at least six years prior to the 1992 arbitration over the timing of salary payments, unit members had acquiesced in that practice.

Discussion and Determination: There is no dispute that the police force in Kingston is well-trained and competent, and it is highly regarded by the City's management and the community. It is also not in dispute that the job of police officers has become more dangerous in recent years as a result of increased drug trafficking and use of weapons in criminal activity.

However, the Panel was persuaded by the record proof that the City has been and is continuing to be adversely affected by an unstable local economy, severely undermining its ability to pay substantial wage increases. In the past few years---particularly in the wage-earning sector---employment opportunities and new construction have all declined resulting in the loss of income bases for the City. State aid has also decreased during the relevant time period. And, while the constitutional tax limit may not have been reached, City residents have in recent years experienced substantial tax increases. The settlement of the Firefighters' contract dispute, which included no increase for the first year of a three-year contract term from 1992-1994, is also persuasive evidence of the City's poor financial state. Moreover, it was essentially undisputed that the second year salary increase for

Firefighters was in effect "financed" by unit concessions on other economic issues such as manning reductions.

The Panel has also taken into consideration the recent sale of the Laboratory, which heretofore had constituted a substantial financial drain on the City, as well as the settlement of a lawsuit of which the City is the beneficiary. However, while prior financial losses attributed to the Lab have abated and certain proceeds from the sale have been paid to the City, the Panel is persuaded that any funds received from these sources will be used to meet the City's obligations to other creditors and that during the time period under review, 1992 and 1993, no monies received from these sources can be used to fund salary increases for police officers.

When 1991 minimum salary levels of police officers in the Cities of Beacon, Newburgh and Poughkeepsie, are compared with those of Kingston Patrol Officers, Kingston ranks in the mid range (\$25,808.00 as compared to \$27,822 for Beacon, \$23,016 for Newburgh, and \$26,733 for Poughkeepsie) whereas at maximum levels, Kingston ranks at the low end (\$31,105 for Kingston as opposed to \$35,083 for Beacon, \$33,646 for Newburgh and \$34,017 for Poughkeepsie). A similar pattern exists for Superior Officers' salary levels. The Union did propose a new revised salary schedule, which included more salary steps and addressed the disparity in salary levels at top steps of various classifications. However, that new schedule translates into at least a 4.8% cost increase to the City. Given the timing of the Award in relation to the contract term and

the lack of agreement between the parties on such a salary schedule, the Panel deems that such substantial changes in the salary schedule should be left to the parties for negotiations. The Panel also notes that among the jurisdictions cited by both parties as comparable, recent salary increases ranged from 0% to 7% per year, with most in the 4%-6% range.

The Panel further takes note that although the parties' current Agreement does provide for weekly payments of salaries for several years under this language, the Union acquiesced for at least six years prior to 1992 in the practice of bi-weekly salary payments. Additionally, all other employees of the City are paid on a bi-weekly schedule. Balancing the administrative cost and inconvenience to the City against any inconvenience or loss to unit members, the Panel deems that the reference in the Agreement to weekly payments should be abolished and that salary payments should be made on a bi-weekly basis.

Accordingly, and based on its consideration of the statutory and other relevant factors, the Panel awards a two-year agreement, effective January 1, 1992 through December 31, 1993, with no increase in the first year of the contract term and a six percent (6%) increase on all salary steps effective January 1, 1993 applicable to unit members on the payroll as of January 1, 1993; and the inclusion of a provision for bi-weekly payments of salaries.

PROPOSAL II - HEALTH INSURANCE

Current Provision: Article 34 provides for 100% coverage of insurance premiums for bargaining unit members and families.

City Proposal: The City proposes additional language as follows:

Employees hired after the effective date of the Collective Bargaining Agreement shall pay 10% toward health insurance premiums (individual and family). In addition, upon thirty (30) days notice to the Union, the City may change health insurance plans, so long as benefits are comparable to or better than the existing plan.

The City maintains that any wage increase must be based on financial concessions from the Union and that a required 10% participation in health insurance premiums is reasonable and in line with comparable jurisdictions. It notes that all other bargaining units in the City have some provision for participation in sharing in the cost of health insurance premiums, noting that premiums have risen dramatically over the last few years. It also asserts that it must have the opportunity to seek alternative health insurance carriers with substantially similar benefits if such a change would represent a significant cost savings.

Union Proposal: The Union proposes no change in the health insurance provisions.

While the Union recognizes that ways to effect cost savings in health insurance is an appropriate goal, it maintains that the City has failed to provide the Union with data on costs of insurance plans to help save money and, indeed, that the Union has proposed insurance plans which would save money and provide better coverage. It notes that other units, including the Firefighters, have been

offered the option of a bonus payment for waiver of health insurance coverage. The Union maintains it is willing to work with the City to reduce costs and to explore other insurance options. Given that the contract term will expire soon after the Panel's Award is issued, it urges that this matter should be left for future negotiations. It deems that since the City has made no effort to reduce its own costs, it should not try to do so by 10% contributions from unit members. It also views any unilateral decision on health insurance coverage as unfair, although it is willing to participate in a joint review of insurance options.

Discussion and Determination: The Panel need not dwell on the increasing costs of health insurance coverage, and the current lack of finality of health insurance rates. For example, in Kingston, under the Empire Plan, to which a majority of unit members belong (61 of 74), the cost for family and individual coverage increased from 1990 to 1992 7.26% and 8.81% respectively. Additionally, the other two major bargaining units in the City, CSEA and the Firefighters, both have provisions in which new hires do contribute 10% of the cost. And, while not all of the comparables listed by both units have provisions for such contributions, several jurisdictions, including the Cities of Beacon and Poughkeepsie, do have provisions requiring employee contribution to the cost of health insurance premiums.

By the same token, the record indicates that the City has not taken all reasonable steps to reduce insurance costs, including some suggested by the Union such as providing the option to unit members to receive a cash payment in lieu of insurance coverage if such coverage is available elsewhere. This benefit has been made available to other units, and it is appropriate for such a benefit to be available to the police unit as well.

The Panel also considers reasonable the City's proposal to have the ability to change insurance carriers, in the event that benefits of the new plan are comparable to those currently in effect, and the Union is given adequate notice of the change. Such a provision would permit cost savings but at the same time provide the Union pursuant to the parties' grievance procedure and arbitration with a means to challenge any change in plans where benefits are not considered comparable. The Panel notes in this regard that all other units in the City have a similar provision, and such consistency among units is considered by the Panel to be a reasonable goal of the City. However, the Panel deems 45 rather than 30 days' notice as the appropriate amount of time to afford the Union a sufficient opportunity to investigate the comparability of benefits and thus to constitute due notice.

Accordingly, the Panel determines that the following amendments to Article 34 be included in the new agreement:

- Employees hired after the effective date of the Collective Bargaining Agreement shall pay 10% toward health insurance premiums (individual and family). In addition, upon forty-five (45) days notice to the Union, the City may change health

insurance plans, so long as benefits are comparable to or better than the existing plan.

- The City shall provide a yearly health insurance buy-out option to all employees in the bargaining unit pursuant to the City's Resolution of July 12, 1988. (See Schedule B, attached.)

PROPOSAL III - LIFE INSURANCE

Current Provision: Article 18 sets for the provisions on life insurance and provides:

The City will pay premiums for a \$10,000 permanent life insurance policy for all members who sever their employment by either normal retirement or disability retirement. An additional \$40,000 of term life insurance will be made available to the employees for which the employees will have to pay the premium. Each member shall designate the beneficiary of its policy.

Union Proposal: The Union proposes a change in coverage as follows:

The City will provide and shall pay and be responsible for all premiums upon a policy of life insurance insuring the life of each employee in the amount of Fifty Thousand Dollars and 00/100 (\$50,000) per employee. Each member shall designate the beneficiary of his policy.

The Union cites quotations from insurance brokers for more coverage at lower costs than the City currently pays.

City Proposal: The City proposes no change in the life insurance provision. It maintains that no sufficient justification has been offered for this proposed increase in coverage and that the prices, even as quoted by the PBA, indicate an annual cost to the City. It further maintains that among comparable jurisdictions, Kingston is in the average with respect to the coverage it provides.

Discussion and Determination: The Panel found persuasive the Union's demonstration, not contested by the City, that additional life insurance coverage could be provided to unit members at a lower cost than the City currently pays for its coverage. The City now pays approximately \$1,670.00 per person, or \$20,040.00 per year, for \$10,000 life insurance coverage of bargaining unit members. By contrast, for example, Union Labor Life Insurance Co. has stated that it would provide \$50,000 worth of coverage at an annual premium of \$8,924.40 per year (see quotation of Union Labor Life Insurance Company, Option 3: Life Insurance, \$50,000; Volume, \$3,700,000; Lives, 74; Monthly rate, .201 per 1,000; Monthly Premium, \$743.70; Total Annual Premium, \$8,924.40). Thus, increasing the benefit to unit members under these circumstances would not constitute an increased cost to the City. Given the potential for life threatening injuries by virtue of the nature of the work of police officers, such coverage is also deemed appropriate. Accordingly, and with the understanding that costs would not exceed current premium payments, the Panel determines that Article 18 be amended to state as follows:

The City will provide for all premiums upon a policy of life insurance insuring the life of each employee in the amount of Fifty Thousand Dollars and 00/100 (\$50,000) per employee, if such coverage is available at a cost not to exceed the City's current expenditure for life insurance. Each member shall designate the beneficiary of his policy.

PROPOSAL IV - DRUG TESTING POLICY

Current Provision: No provision for drug testing policy is contained in the Agreement.

City's Proposal: The City proposes the adoption of the following drug testing policy:

1. All officers shall be subject to mandatory random drug testing at the discretion of the Chief of Police.
2. Urinalysis samples will be collected under the supervision of the Chief of Police or his designee. Collection of the specimen will take place with a supervisor in the area, but without direct observation, unless circumstances warrant. Two (2) samples will be taken, and each container will be sealed, dated and initialed by the officer being tested and the person supervising the collection process. Both samples will be forwarded to the testing laboratory designated by the City.
3. All drug testing will be performed by an accredited testing facility.
4. The cost pertaining to the collection and testing of samples, which are required by the City, will be borne by the City.
5. The testing processing shall consist of a two (2) step procedure:
 - a. Initial screening test;
 - b. Confirmation test.
6. Urine samples shall first be tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive, rather, it will be classified as "confirmation pending". If a confirmation test is required, the second sample will be utilized for the confirmation test.
7. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis.
8. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found.

9. Any employee testing positive, shall be notified, and shall be subject to immediate disciplinary action.

10. An employee who refuses to participate in the drug test, shall be subject to immediate disciplinary action.

Union Proposal: The Union proposes the following:

1. All officers shall be subject to mandatory random drug testing at the discretion of the Chief of Police.

2. [The Chief of Police and the Deputy Chief of Police shall be subject to an annual mandatory random drug test within five (5) days after notification from the President of the Kingston PBA that the annual mandatory drug test must be taken.]

3. Urinalysis samples will be collected under the supervision of the Chief of Police or his designee (except for the test for the Chief and Deputy Chief which will be collected under the supervision of the President of the Kingston PBA or his designee). Collection of the specimen will take place with a supervisor in the area, but without direct observation, unless circumstances warrant. Two (2) samples will be taken, and each container will be sealed, dated and initialed by the person being tested and the person supervising the collection process. Both samples will be forwarded to the testing laboratory designated by the City.

4. All drug testing will be performed by an accredited testing facility.

5. The cost pertaining to the collection and testing of samples, which are required by the City, will be borne by the City.

6. The testing procedure shall consist of a two (2) step procedure:

- a. Initial screening test;
- b. Confirmation test.

7. Urine samples shall first be tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive, rather, it will be classified as "confirmation pending". If a confirmation test is required, the second sample will be utilized for the confirmation test.

8. All tests shall be confidential until after a confirmation test has been completed. After a confirmation test has been completed, the results will be confidential pending notification first to the individual testing positive.

9. There shall be no action taken (no rescheduling, changing of duty or assignment, etc.) by virtue of a "confirmation pending" except that at the discretion of the City, a person testing positive may be placed on paid leave pending confirmation.

10. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis. A dispute as to whether or not the laboratory selected is properly accredited and/or capable of meeting the criteria set forth in these drug testing procedures shall be subject to arbitration pursuant to the grievance procedure in the contract. A finding that the laboratory is not capable will void all results. The PBA and the City agree to meet annually and to designate a laboratory to be used for testing.

11. Employees having negative drug test results and/or having no confirmation of illegal drugs shall receive a memorandum stating that no illegal drugs were found. Any employee testing positive shall be notified and shall be subject to immediate disciplinary action.

12. An employee who refuses to participate in the drug test shall be subject to immediate disciplinary action.

13. Notwithstanding all of the above, these procedures shall not be effective for sixty (60) days after the effective date or ratification date (whichever is later) of the contract. During those sixty (60) days, there shall be an amnesty period, during which time any employee who wishes may seek counseling for drug and/or alcohol abuse without being subject to any penalty for advising of their status as an abuser. Said employee shall not be subject to the procedures herein until after they have successfully completed a counseling program or have withdrawn from a counseling program.

14. The Chief of Police and the Deputy Chief of Police shall file a statement agreeing that their refusal to take a mandatory drug test when ordered, or their testing positive, shall be considered an automatic resignation

from their position. The failure of the Chief of Police or the Deputy Chief of Police to agree to these procedures shall invalidate these procedures for all employees. In the absence of any agreement as to procedures, random drug testing of employees is not permitted.

15. In the absence of reasonable suspicion, no one will be subjected to drug testing more than three (3) times in any nine (9) month period.

Discussion and Determination: The parties are not in disagreement over the basic premise of the inclusion of a drug testing policy. Rather, where the parties substantially differ is on the inclusion of the Chief of Police and Deputy Chief of Police under any policy set forth in the Agreement. The Panel finds the Chief of Police and Deputy Chief, who are not members of the bargaining unit, are not appropriately included in a policy set forth in a collective bargaining agreement which perforce pertains to the terms and conditions of employment of bargaining unit members. Nor was there any demonstration of any like provision in agreements between other units and the City, or in any of the comparable jurisdictions cited by both parties. Similarly, the Union did not cite or indicate that there had ever been any question of a problem with the Chief or Deputy Chief in this regard. Accordingly, the Panel recommends the following be included in the new agreement:

1. All officers shall be subject to mandatory random drug testing at the discretion of the Chief of Police.
2. Urinalysis samples will be collected under the supervision of the Chief of Police or his designee. Collection of the specimen will take place with a supervisor in the area, but without direct observation, unless circumstances warrant. Two (2) samples will be taken, and each container will be sealed, dated and initialed by the

person being tested and the person supervising the collection process. Both samples will be forwarded to the testing laboratory designated by the City.

3. All drug testing will be performed by an accredited testing facility.

4. The cost pertaining to the collection and testing of samples will be borne by the City.

5. The testing procedure shall consist of a two (2) step procedure:

- a. Initial screening test;
- b. Confirmation test.

6. Urine samples shall first be tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive, rather, it will be classified as "confirmation pending". If a confirmation test is required, the second sample will be utilized for the confirmation test.

7. All tests shall be confidential until after a confirmation test has been completed. After a confirmation test has been completed, the results will be confidential pending notification first to the individual testing positive.

8. There shall be no action taken (no rescheduling, changing of duty or assignment, etc.) by virtue of a "confirmation pending" except that at the discretion of the City, a person testing positive may be placed on paid leave pending confirmation.

9. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis. A dispute as to whether or not the laboratory selected is properly accredited and/or capable of meeting the criteria set forth in these drug testing procedures shall be subject to arbitration pursuant to the grievance procedure in the contract. A finding that the laboratory is not capable will void all results. The PBA and the City agree to meet annually and to designate a laboratory to be used for testing.

10. Employees having negative drug test results and/or having no confirmation of illegal drugs shall receive a memorandum stating that no illegal drugs were found. Any

employee testing positive shall be notified and shall be subject to immediate disciplinary action.

11. An employee who refuses to participate in the drug test shall be subject to immediate disciplinary action.

12. Notwithstanding all of the above, these procedures shall not be effective for sixty (60) days after the effective date or ratification date (whichever is later) of the contract. During those sixty (60) days, there shall be an amnesty period, during which time any employee who wishes may seek counseling for drug and/or alcohol abuse without being subject to any penalty for advising of their status as an abuser. Said employee shall not be subject to the procedures herein until after they have successfully completed a counseling program or have withdrawn from a counseling program.

13. In the absence of reasonable suspicion, no one will be subjected to drug testing more than three (3) times in any nine (9) month period.

PROPOSAL V - GENERAL MUNICIPAL LAW 207(c) PROCEDURE

Current Provision: There is no provision for a procedure related to benefits afforded by Section 207(c) of the General Municipal Law.

City Proposal: The City proposes inclusion of the following:

Medical Expenses for Injuries Incurred in the Line of Duty.

If an employee is injured or is taken sick in the course of or as a result of his employment, the police department will make a determination concerning that (known as a 207(c) determination) within 30 days. If the Department finds that the police officer shall submit his medical expenses to his own health insurance carrier and the City shall promptly pay anything the health insurance carrier denies. If at any time in the future under the employee's health insurance policy a cap is reached, the City agrees to reimburse for any 207(c) expenses that would put said police officer over the cap.

In the event the City finds that the police officer or the Union disputes that, the police officer is entitled to a hearing before a neutral hearing officer from a list agreed upon by the parties, or if there is no agreement

then from a list provided by PERB, which hearing officer shall make a final and binding determination as to whether said police officer is entitled to a 207(c) benefit. If the City determines a police officer on a 207(c) leave is no longer entitled to the benefit and the police officer or the Union disputes the determination, the same procedure outlined herein will be utilized. Fees of the hearing officer will be divided equally between the City and the Union.

Union Proposal: The Union proposes the following alternative procedure relating to Section 207(c) benefits:

1. Any police officer who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties, shall file an on duty injury report with the department. If the officer is so ill or injured that he cannot file such a report, he may designate someone to file it for him. From the time of the filing of the report, the officer shall be treated as required by Section 207-C of the General Municipal Law. This however does not mean that the City has made a determination that the officer is entitled to 207-C treatment. This initial grant is without prejudice to the City to later determine that the officer was not entitled to Section 207-C treatment. Provided, however, that if the City does not made an adverse determination or contest the 207-C status within the time periods required by this section, it shall waive its right to contest such status at a later time unless new evidence is discovered. If it is determined that the officer is not or was not entitled to Section 207-C benefits then the length of time he was given 207-C benefits shall be deducted from his accrued time per paragraph 7 of these procedures.

2. Within ten days of the filing of the on duty injury report, the chief of the department will advise the claimant if a report will be required from his physician. If said report is required, the officer must request and take all reasonable steps in his power to have his physician supply said report within 30 days. If said report is not supplied within 30 days, the officer must be examined by a city physician. The City agrees to follow past practice as regard payment for such reports. If said report is required, upon receipt of said report, the chief will have 15 days to notify the claimant if he is to be examined by the City physician. If said exam is to take place it is to be scheduled as quickly as possible.

If the chief does not deny the claim or ask for a report from the claimants' physician within the time periods specified in this subsection, the City will be considered to have waived its right to contest the claim unless new evidence is discovered.

3. Upon receipt of the City physician's report, the chief has 30 days to make a determination as to whether or not the officer shall be granted 207-C status. The chief must make a determination within the 30 days as to whether or grant 207-C status or to deny the claim. If the chief fails to make such a determination within 30 days, it shall be considered a grant of 207-C status. If the claim is denied, the denial will state that it is for one of the following reasons:

- A. The officer is not disabled within the meaning of Section 207-C of the General Municipal Law.
- B. The illness or injury suffered by the officer did not come about as a result of or in the performance of his duties as a police officer.

4. Once the officer receives the chief's denial, he has 10 days to request a review of the same. To request review, the officer or his designee must send a letter to the chief with a carbon copy to the corporation counsel's office requesting review.

5. If the decision being review rests solely on medical grounds (grant A above), there will be a de novo review by a third physician who will be chosen by both parties who will then make a final recommendation to the chief of the department. The third physician should be a specialist in the field under review. In the event the partes cannot agree on a physician, each may nominate two candidates and the name of the one selected will be made by chance. Either side may then submit records or arguments to said physician with copies to the other party. The physician's cost for evaluating said case, including a physical examination and/or making said review, shall be shared by both parties. Both the officer and the City agree to sign a letter releasing said third physician from any and all liability resulting from his report. The failure of either side to sign said release will be a waiver of the third party review. After review of the third-party physician recommendation, the chief must issue a determination within 30 days. If he fails to do so, it will be considered to be approved. An officer may seek review of the chief's decision in the State Supreme

Court, by instituting an action within 45 days of the chief's determination. The burden of proof is on the officer to prove by a preponderance of the evidence that he is entitled to 207-C benefits.

6. If the decision is based on grounds that are not solely medical (ground B above), then the applicant has a right to seek a review of this decision in either Supreme Court or County Court, by instituting an action within 45 days of the chief's determination. The burden of proof is on the officer to prove by a preponderance of the evidence that he is entitled to 207-C benefits. Both sides agree to waive any jurisdictional defenses and the right to a jury trial. If the dispute cannot be heard within four months, either party may opt to have the matter heard by a retired Supreme Court judge. The method of selection shall be as follows: each side may propose two candidates. If the parties cannot agree on one individual, then from those four names one individual shall be chosen by chance (costs of the individual judge's time shall be borne by both parties). Both parties agree to sign a release releasing said Justice from any personal liability as a result of his decision. The failure of either side to sign said release will be a waiver of the review. Provided, however, that if the parties which they can agree to have the matter arbitrated before an agreed upon third party. In such case, the burden of proof shall remain the same.

7. Until a final decision is made by said chief, court, judge or arbitrator pursuant to the procedures set forth above, the applicant shall continue to be treated as if he were entitled to the benefits of Section 207-C and shall be given all such benefits. If the final decision goes against the applicant, the length of time he was on 207-C shall be deducted from his accrued time in the following order: first, any sick leave he has accumulated will be taken first, then time owed or vacation time. In the event all accumulated time has been exhausted, the City may take back time as it is earned or deduct for any monies due the officer if the officer separates from the service.

Discussion and Determination: The parties do not disagree on the basic premise of the inclusion in their agreement for a procedure related to benefits pursuant to Section 207(c) of the General

Municipal Law. The City's proposal does provide for certain due process protections to unit members not now available, and the Union has not demonstrated in any substantial fashion why these procedures would not provide for sufficient protections. Accordingly, the Panel adopts the City's proposed Section 207(C) procedure.

* * * * *

The Panel also considered the other proposals of the Union (rescheduling rights; supplementary days off; vacation; overtime; shift differential; and cash conversion of unused benefit days) and of the City (cancellation of supplemental days off and personal leave; timing of schedule changes; modification of meal allowance). However, given the City's strained financial status, the Panel has determined that all available funds should be used to support a salary increase, which benefits all unit members. Because all other proposals of the Union would result in an increased financial cost to the City, they are rejected. Conversely, there is an insufficient justification on the record of a compelling need to adopt any of the City's other proposals, and they are rejected.

In summary, the Panel concludes that the changes described herein constitute a just and reasonable determination of the dispute, based on the Panel's consideration of relevant factors including comparison of wages, hours and conditions of employment, the interests and welfare of the public and the financial ability of the City to pay, comparisons of peculiarities in regard to the

profession, the terms of the parties' prior negotiated agreements, and the agreements negotiated by the City with its other bargaining units.

The Panel directs the parties to enter into a two-year agreement, effective January 1, 1992 through December 31, 1993, incorporating the terms of the 1989-1991 Agreement with the exception of the changes reflected in the foregoing discussion. The Panel directs the parties to incorporate the changes set forth in the Award in their 1992-93 Agreement.

AWARD:

The undersigned, duly constituted as the Public Arbitration Panel, and having duly heard the proofs and allegations of the parties, hereby render the following Award:

- That the parties enter into a two-year agreement, effective January 1, 1992 through December 31, 1993, incorporating the terms of the 1989-1991 Agreement with the exception of the following changes:
- Article 27: Effective January 1, 1992: no increase.

Effective January 1, 1993: six (6) percent salary increase on 1992 base salaries, applicable to all employees on the payroll on January 1, 1993.

Salaries are to be paid on a bi-weekly basis.
- Article 34 to provide:
 - Employees hired after the effective date of the Collective Bargaining Agreement shall pay 10% toward health insurance premiums (individual and family). In addition, upon forty-five (45) days notice to the Union, the City may change health insurance plans, so long as benefits are comparable to or better than the existing plan.
 - The City shall provide a yearly health insurance buy-out option to all employees in the bargaining unit pursuant to the City's Resolution of July 12, 1988. (See Schedule B, attached.)
- Article 18 to provide:

The City will provide for all premiums upon a policy of life insurance insuring the life of each employee in the amount of Fifty Thousand Dollars and 00/100 (\$50,000) per employee, if such coverage is available at a cost not to exceed the City's current expenditure for life insurance. Each member shall designate the beneficiary of the policy.
- The inclusion of a new Article providing for:
 1. All officers shall be subject to mandatory random drug testing at the discretion of the Chief of Police.

2. Urinalysis samples will be collected under the supervision of the Chief of Police or his designee. Collection of the specimen will take place with a supervisor in the area, but without direct observation, unless circumstances warrant. Two (2) samples will be taken, and each container will be sealed, dated and initialed by the person being tested and the person supervising the collection process. Both samples will be forwarded to the testing laboratory designated by the City.

3. All drug testing will be performed by an accredited testing facility.

4. The cost pertaining to the collection and testing of samples will be borne by the City.

5. The testing procedure shall consist of a two (2) step procedure:

- a. Initial screening test;
- b. Confirmation test.

6. Urine samples shall first be tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive, rather, it will be classified as "confirmation pending". If a confirmation test is required, the second sample will be utilized for the confirmation test.

7. All tests shall be confidential until after a confirmation test has been completed. After a confirmation test has been completed, the results will be confidential pending notification first to the individual testing positive.

8. There shall be no action taken, no rescheduling, changing of duty or assignment, etc. by virtue of a "confirmation pending" except that at the discretion of the City, a person testing positive may be placed on paid leave pending confirmation.

9. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency in urinalysis. A dispute as to whether or not the laboratory selected is properly accredited and/or capable of meeting the criteria set forth in these drug testing procedures shall be subject to arbitration pursuant to the grievance procedure in the contract. A finding that the laboratory is not capable will void all

results. The PBA and the City agree to meet annually and to designate a laboratory to be used for testing.

10. Employees having negative drug test results and/or having no confirmation of illegal drugs shall receive a memorandum stating that no illegal drugs were found. Any employee testing positive shall be notified and shall be subject to immediate disciplinary action.

11. An employee who refuses to participate in the drug test shall be subject to immediate disciplinary action.

12. Notwithstanding all of the above, these procedures shall not be effective for sixty (60) days after the effective date or ratification date (whichever is later) of the contract. During those sixty (60) days, there shall be an amnesty period, during which time any employee who wishes may seek counseling for drug and/or alcohol abuse without being subject to any penalty for advising of their status as an abuser. Said employee shall not be subject to the procedures herein until after they have successfully completed a counseling program or have withdrawn from a counseling program.

13. In the absence of reasonable suspicion, no one will be subjected to drug testing more than three (3) times in any nine (9) month period.

- The inclusion of a new Article providing for Medical Expenses for Injuries Incurred in the Line of Duty:

- If an employee is injured or has taken sick in the course of or as a result of his employment, the police department will make a determination concerning that (known as a 207(c) determination) within 30 days. If the Department finds that the police officer shall submit his medical expenses to his own health insurance carrier and the City shall promptly pay anything the health insurance carrier denies. If at any time in the future under the employee's health insurance policy a cap is reached, the City agrees to reimburse for any 207(c) expenses that would put said police officer over the cap.

- In the event the City finds that the police officer or the union disputes that, the police officer is entitled to a hearing before a neutral hearing officer from a list agreed upon by the parties or if there is no agreement then from a list provided by PERB, which hearing officer shall make a final and binding determination as to whether said police officer is entitled to a 207(c) benefit.

If the City determines a police officer on a 207(c) leave is no longer entitled to the benefit and the police officer or the union disputes the determination, the same procedure outlined herein will be utilized. Fees of the hearing officer will be divided equally between the City and the Union.

Date: December 7, 1993



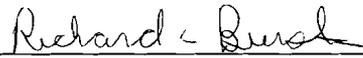
 Susan T. MacKenzie
 Public Member and Chair

Date: December 14, 1993



 James W. Roemer, Jr.
 Public Employer Member
 Concur
 Dissent

Date: December 17, 1993



 Richard L. Burstein
 Public Employee Member
 Concur
 Dissent

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
Case No. IA92-042; M-92-231

In the Matter of the Arbitration

- between -

CITY OF KINGSTON

- and -

KINGSTON POLICE BENEVOLENT
ASSOCIATION, INC.

:
:
:
:
:
:
:

**DISSENTING
OPINION**

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

JAN 05 1994

CONCILIATION

The undersigned, the employee organization member of the public arbitration panel is compelled to issue this Dissent to the Determination and award of the public member and employer member of the Public Arbitration Panel. That award is illogical, contains error, is grossly unfair and violates the mandates of the Taylor Law to "make a just and reasonable determination of the matters in dispute".

The first consideration which Section 209(4)(v)(a) mandates the panel to take into consideration in its finding is a comparison of the wages, hours and conditions of employment of other employees performing similar services in comparable communities.

The majority opinion finds that of the 17 jurisdictions cited by the parties as comparable, "the panel considered as a particular relevance to this proceeding: City of Poughkeepsie; City of Newburgh; City of Beacon." (page 5).

A comparison of the City of Kingston Police to the City of Poughkeepsie, City of Newburgh and City of Beacon reveals that the KPBA is grossly underpaid in comparison to police in those three

municipalities. It is worth noting that among these comparables, only Kingston and the City of Newburgh are accredited under the New York State Accreditation Program and only the City of Kingston has been selected and accredited by DCJS to run the Regional Training Academy. This leads to a situation where the people who have been selected because of their excellence to be the trainers are paid far less than the people they are training.

There is an error on page 11 of the Majority Award since it compares 1991 salary levels in Kingston vs. 1991 salary levels in Beacon, Newburgh and Poughkeepsie. At issue is the appropriate salary for 1992 and 1993. The appropriate comparisons therefore are with City of Kingston at 0% for 1992 (as the majority proposes) compared with the salaries for 1992 and 1993 as set forth in the appropriate contracts for Beacon, Poughkeepsie and Newburgh.

Applying the 0% increase as in the majority award for the Kingston P.B.A. for 1992, it is obvious that the salaries for Kingston are far below the comparables of Beacon, Poughkeepsie and Newburgh. The comparison of salaries between Kingston, Poughkeepsie, Newburgh and Beacon are set forth in the following tables. Table A compares 1992 salaries with Kingston at 0% increase as set forth in the draft award. Table B compares salaries for 1993 with Kingston receiving a 6% increase as set forth in the draft award. Table C compares Kingston with an average of the three comparables. The differences are most striking at the top end (ie. Patrol 6, Detective Sergeant, Lieutenant, etc.). However, it is at these grades where a majority

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of the employees are found. Thirty-nine out of a total of sixty-nine uniformed individuals (56%) are Patrol 6 or above.

For 1992 the top patrol step for KPBA is only \$31,105.42 vs. a low of \$35,463.00 for Poughkeepsie and a high of \$36,837.00 for Beacon. A police officer with five years experience in Beacon is paid more than 18% more than Kingston. For Newburgh the officer with five years experience is paid more than 15% more than Kingston and in Poughkeepsie more than 14% more.

For Sergeants the starting salaries for Beacon and Poughkeepsie are greater than for Kingston by 16.5% and more than 15.5%. For Lieutenants, the starting salary for Beacon is more than 16% higher and for Poughkeepsie, more than 19.5% higher. For Detective, Detective Sergeants and Detective Lieutenants the numbers range from 15% to 20% lower for the City of Kingston vs. Beacon, Poughkeepsie and Newburgh.

It is also illogical to award Kingston 0% for 1992 when it is already far below the 3 cities that the majority finds as comparable. While the majority awards a 0% increase for 1992, the municipalities found comparable all received raises for 1992 ranging from 5% to 6.5%. The City of Newburgh received a 6.5% increase for 1992, Poughkeepsie a 5% increase for 1992 and Beacon a 5% increase for 1992.

Another important analysis must be done with the Kingston firefighters. On page 10 of the draft award there is a reference to settlement of the firefighters contract dispute which included no increase for 1992 and a statement that the second year salary

increase for firefighters was "financed" by concessions. A comparison of the Kingston police and firefighters reveals that the Kingston firefighters receive far more salary and other benefits as opposed to the Kingston police and work far less days in order to receive those benefits.

It is a significant error to use the firefighters Memo of Agreement to justify a 0% pay increase for the police for 1992. It should be noted that prior to the Memorandum of Understanding, the City had concluded that the fire department was over manned and was seeking to layoff 15 firefighters. In the Memo of Understanding the firefighters received a no layoff clause. Additionally, the City agreed to maintain 9 firefighters plus 1 dispatcher on duty at all times. These are significant benefits for the firefighters especially when the City has concluded that they don't need that many firefighters. In addition to 3 fire stations there are 6 volunteer stations within the City of Poughkeepsie and volunteer firefighters available. On the midnight to 7 a.m. shift, the police have 7 people working (5 on the street, 1 supervisor and 1 dispatcher) versus 10 firefighters (9 firefighters plus 1 dispatcher).

The Majority opinion notes that the Union did propose a new revised salary schedule which included more salary steps and addressed the disparity in salary levels at top steps of various classifications. The award states

"However, that new schedule translates into at least a 4.8% cost increase to the City. Giving the timing of the award in relation to the contract term and the lack of agreement between the parties on such a salary schedule,

the Panel deems that such substantial changes in the salary schedule should be left to the parties for negotiations." (page 11 - 12).

This is absurd and illogical. Of course the parties have been unable to reach agreement on the salary schedule. If they had, there would be no reason for a public arbitration panel to be convened on the issue of salary. To suggest that the arbitration panel cannot issue an award absent agreement of the parties is nonsensical. It is also absurd to say that this should be left to the parties for negotiations as obviously the parties were not able to reach agreement at negotiations. Similarly, a reference to not making a change because of the timing of the award in relation to the contract term makes no sense particularly when the award makes major changes in areas such as requiring a 10% health insurance contribution. Why, given the relation to the contract term shouldn't this change similarly not be made because the parties haven't been able to reach agreement on it and why shouldn't it (10% contribution issue) be left for further negotiations as is suggested for the salary schedule?

The change mandating a 10% health insurance contribution for new employees is particularly galling to the P.B.A. Throughout the term of the negotiations the P.B.A. offered to meet with the City in an effort to help keep down the costs of health insurance. There were many things that the parties could have done together in an effort to keep costs down. For example, the Union could have encouraged its members to select H.M.O. options vs. the more expensive major medical plans. The legislature for the City of

Poughkeepsie passed a resolution authorizing the City to offer unit members the option to receive a cash payment in lieu of insurance coverage if such coverage is available elsewhere. This benefit could have saved the City money yet the City never offered the Kingston P.B.A. this benefit. The Majority cites this in the record. The award states

"By the same token, the record indicates that the City has not taken all reasonable steps to reduce insurance costs, including some suggested by the Union such as providing the option to unit members to receive a cash payment in lieu of insurance coverage if such coverage is available elsewhere. This benefit has been made available to other units, and it is appropriate for such a benefit to be made available to the police unit as well." (page 15).

Given the failure of the City (acknowledged by the Majority) to even attempt to work with the Union to cut costs. It is wrong to reward the City with a 10% contribution when there has been an acknowledgment that the City has not taken all reasonable steps it could have to reduce insurance costs. New employees should have to suffer because the City has not met its responsibilities to its taxpayers. It should also be noted that while full-time police officers (who risk their lives daily) will have to pay a 10% contribution, City Aldermen, which are part-time positions, are provided 100% of their health insurance costs.

It is worth noting that on every issue except one (life insurance) the public member and chair and employer member issued a determination in favor of the City and against the position taken by the employee organization. On the one issue which the panel awarded in favor of the employee organization, it made a

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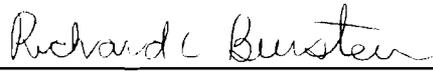
conditional award that is, the City will provide increased life insurance protection but only if such coverage is available at a cost not to exceed the City's current expenditure for life insurance. The record before the panel revealed that the Union had provided the City with information that the City had been grossly overpaying for life insurance. Indeed, the Union showed that the City could provide \$50,000 worth of life insurance for a total premium of only \$8,924.00 which was an \$11,000 savings over what the City was paying for only \$10,000 of life insurance. The record also revealed that the City would not even tell the Union what they were paying for life insurance until the date of the arbitration hearing which was more than a year after the information was first requested. The Majority opinion rewards the City for its intransigence, previous overspending and disgraceful behavior. Certainly the taxpayers of the City of Kingston should be outraged over the outrageous overpayments for insurance made by the City of Kingston.

The Majority Award sends absolutely the worst message possible to employers. It says that you need make no efforts to control costs, that you can pay political favorites (ie. favorite insurance brokers, etc.), then claim inability to pay when your own employees seek a raise, and an arbitration panel will reward this conduct and allow you to continue to pay your employees lower salaries than those paid in comparable municipalities. I will and cannot be part of a Majority opinion which sends this type of message and which

issues such a grossly unfair award.

The Majority opinion is neither just, reasonable nor fair.
Politics and not justice has been served.

Dated: December 17, 1993



Richard L. Burstein,
Employee Organization Member

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**COMPARISON OF POLICE FORCE SALARIES FOR 1992
CITIES OF KINGSTON, POUGHKEEPSIE, NEWBURGH AND BEACON**

Police Officers	KPBA '92	Beacon '92	Pkpsie '92	Newbg '92
Starting Salary	25,807.91	29,213.00	27,869.00	24,536.21
After 1 year	27,394.61	33,318.00	29,762.00	28,038.18
After 2 years	28,324.75	34,488.00	31,133.00	28,982.70
After 3 years	29,422.67	35,663.00	32,539.00	33,383.36
After 4 years	30,005.07	36,250.00	33,983.00	34,531.49
After 5 years	31,105.42	36,837.00	35,463.00	35,868.32
Sergeants				
Starting Salary	33,720.00	39,306.00	39,009.00	-
After 1 year	33,720.00	39,891.00	39,009.00	-
Lieutenants				
Starting Salary	35,859.46	41,652.00	42,910.00	-
After 1 year	35,859.46	42,237.00	42,910.00	-
Detectives				
Starting Salary	32,242.26	38,134.00	37,236.00	37,397.03
After 1 year	32,242.26	38,718.00	37,236.00	38,085.70
Detective Sergeant				
Starting Salary	34,191.29	41,067.00	40,960.00	-
After 1 year	34,191.29	41,067.00	40,960.00	-
Detective Lieutenant				
Starting Salary	37,671.09	43,411.00	45,056.00	-
After 1 year	37,671.09	43,411.00	45,056.00	-

**COMPARISON OF POLICE FORCE SALARIES FOR 1993
CITIES OF KINGSTON, POUGHKEEPSIE, NEWBURGH AND BEACON**

Police Officers	KPBA '93	Beacon '93	Pkpsie '93	Newbg '93
Starting Salary	27,356.38	30,674.00	29,263.00	26,156.82
After 1 year	29,038.29	34,984.00	31,250.00	29,890.10
After 2 years	30,024.24	36,212.00	32,690.00	30,897.01
After 3 years	31,188.03	37,446.00	34,166.00	35,588.33
After 4 years	31,805.37	38,063.00	35,683.00	36,812.30
After 5 years	32,971.75	38,679.00	37,236.00	38,237.42
Sergeants				
Starting Salary	34,743.20	41,271.00	40,960.00	-
After 1 year	34,743.20	41,886.00	40,960.00	-
Lieutenants				
Starting Salary	38,011.03	43,735.00	45,056.00	-
After 1 year	38,011.03	44,349.00	45,056.00	-
Detectives				
Starting Salary	34,176.80	40,041.00	39,098.00	39,867.11
After 1 year	34,176.80	40,654.00	39,098.00	40,601.26
Detective Sergeant				
Starting Salary	36,242.77	43,120.00	43,008.00	-
After 1 year	36,242.77	43,120.00	43,008.00	-
Detective Lieutenant				
Starting Salary	39,931.36	45,582.00	47,309.00	-
After 1 year	39,931.36	45,582.00	47,309.00	-

**COMPARISON OF POLICE FORCE SALARIES FOR 1992
CITIES OF KINGSTON, POUGHKEEPSIE, NEWBURGH AND BEACON**

<u>Police Officers</u>	<u>KPBA '92</u>	<u>Average Salary Comparables</u>	<u>Difference Between Comparables and KPBA</u>
Starting Salary	25,807.91	27,206.07	0.05
After 1 year	27,394.61	30,372.73	0.11
After 2 years	28,324.75	31,534.57	0.11
After 3 years	29,422.67	33,861.79	0.15
After 4 years	30,005.07	34,921.50	0.16
After 5 years	31,105.42	36,056.11	0.16
Sergeants			
Starting Salary	33,720.00	39,157.50	0.16
After 1 year	33,720.00	39,450.00	0.17
Lieutenants			
Starting Salary	35,859.46	42,281.00	0.18
After 1 year	35,859.46	42,573.50	0.19
Detectives			
Starting Salary	32,242.26	37,589.01	0.17
After 1 year	32,242.26	38,013.23	0.18
Detective Sergeant			
Starting Salary	34,191.29	41,013.50	0.20
After 1 year	34,191.29	41,013.50	0.20
Detective Lieutenant			
Starting Salary	37,671.09	44,233.50	0.17
After 1 year	37,671.09	44,233.50	0.17