

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
In the Matter of Compulsory Interest Arbitration

between
TOWN OF SHAWANGUNK POLICE
BENEVOLENT ASSOCIATION,
Petitioner

Case No. IA200-099-
M200-021

NYC PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

and
TOWN OF SHAWANGUNK,
Respondent

JUL 24 2001

CONCILIATION

Appearances:

For the PBA: New York State Union of Police Associations, Inc.,
John K. Grant, Esq., Counsel
The Law Offices of John K. Grant, PC
Michael A. Smith, PBA President
Gerald Wager, PBA Vice-President
Edward Fennell, PBA Municipal Finance Expert Witness

For the Town: Shaw & Perelson, LLP
David S. Shaw, Esq., Counsel
Jennifer Cottrell, Esq., Counsel
Shaw & Perelson, LLP
John Valk, Town Supervisor
Frank Petrone, Chief of Police

Public Arbitration Panel: Anthony V. Solfaro, Public Employee Organization Panel Member
Jay N. Siegel, Public Employer Panel Member
Rosemary A. Townley, Panel Chairperson

BACKGROUND

The Town of Shawangunk Police Benevolent Association ("Association" or "PBA") and the Town of Shawangunk ("Town" or "Employer") are signatories to a collective bargaining agreement that covered the period January 1, 1996 to December 31, 1999. Some time after the expiration of

the contract, the parties entered into negotiations for a successor agreement, but were unable to achieve one. The Association filed a petition for compulsory arbitration dated July 10, 2000 with the State of New York Public Employment Relations Board ("PERB") pursuant to Section 209.4 of the Public Employees Fair Employment Act ("Act"). On July 24, 2000 the Town interposed a response to the Petition for Compulsory Interest Arbitration.

Pursuant to the rules and regulations of the State of New York Public Employment Relations Board ("PERB"), Rosemary A. Townley, Esq. was designated by the Director of Conciliation on August 21, 2000 as the Public Member and Chairperson of the Panel appointed to hear and adjudicate the dispute. Jay M. Siegel was designated as the Public Employer Panel Member and Anthony V. Solfaro was designated as the Employee Organization Panel Member. A hearing was held before the Panel on November 20, 2000 at which time the Town and the Association presented various exhibits consisting primarily of financial and other comparative data before the tripartite panel. The parties waived their statutory right to a transcript. Each party was afforded full opportunity to present evidence and argument in support of their position and did so. Extensive evidence was submitted by the parties concerning the relevant statutory criteria, including testimony of a financial expert, budgetary and financial information as well as charts, reports and other data dealing with the relevant statutory criteria.

Pursuant to Section 209.4(c)(vi) of the Act, the maximum period of coverage for an Award by the Panel in this matter is two years commencing January 1, 2000 to December 31, 2001.

The parties were afforded the opportunity to present post-hearing briefs which were submitted to the Panel members postmarked February 19, 2001. Upon the Panel's receipt of the same, the Chairperson declared the record closed. The Panel met in Executive Session on April 2,

2001 and by telephone conference on April 25, 2001.

As a threshold matter, certain introductory comments are appropriate. The Panel is aware that it is prohibited by statute and case law from issuing findings based on evidence adduced outside the hearing process. Therefore, the Panel's determination below is based solely on the evidence in the record before it.

The Panel was also aware and mindful when making its determination of the criteria set forth in Section 209.4(c)(v) of the Civil Service Law of the State of New York ("Taylor Law") which are as follows.

- a. 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) Environmental 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, provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

The Panel was also aware that under the Taylor Law, it may consider "any other relevant factors." (CSL Section 209.4(c)(v)) The weight to be assigned each of these criteria is a determination for the Panel to make.

While the foregoing decision represents the findings of the Panel, the language selected in

the Opinion is the responsibility solely of the Chairperson.

DISCUSSION AND FINDINGS

SALARIES

Position of the Association

The Association begins with an argument concerning the requirement pursuant to CSL Section 209.4(c)(v) that the Panel is to compare the wages and benefits of employees of the Town's police officers to those who are "similarly situated." It maintains that it is indisputable that the proper comparison to be drawn is that of comparison of police officers in municipalities and not to non-police unit or types of employment which might vary in levels of competence and risk.

It maintains that the proper comparable communities to the Town should be those in the area immediately surrounding the geographic area of the Town itself, including the bordering Town of Crawford and Village of Walden in the County of Orange. The Town's claim that the Panel should consider exclusively the towns in Ulster County to the exclusion of cities and villages and Ulster County itself, should be rejected. Both the Town of Crawford and the Village of Walden have substantially similar characteristics to the Town with respect to composition of the respective police agencies and crime rates, as evidenced by the 1998 Crime and Justice Annual Report, the DCJS Police Personnel Survey and the New York State Municipal profiles. (Association Exhibit 39-40)

It also contends that the demographic and socio-economic characteristics of the Town of Crawford are comparable to those of the Town, as are the income, population, housing supply, tax base composition, revenue and expenditure levels.

The Association has proposed an increase in the base wage for full-time Police Officers in each of the two years of the Award of 5.5%. It also proposes increasing the hourly rate for part-time employees by \$0.75 per hour at each of the currently existing steps in each of the two years of the Award. It maintains that the current longevity schedule be amended by increasing the increment by \$300.00 effective January 1, 2000 and an additional \$50.00 at each increment stage effective January 1, 2001. In addition, it argues that part-time employees should receive an increase of \$0.25 per hour in their longevity increment in each of the two years proposed in the Award. The Association points out that the longevity proposals demand that the longevity increment be incorporated in the base wage calculation for all purposes under the collective bargaining agreement.

The Association maintains that the police officers lag far behind their counterparts in neighboring municipalities. The combined base wage and longevity place them among the lowest in the region while remaining at the bottom in terms of lead times and bearing the heaviest work schedule. In 1999, the officers ranked seventh (7th) out of twelve (12) municipalities having collective bargaining agreements or interest arbitration awards in place for their officers. It also argues that the ranking trend remains consistent at the compensation levels for three year, five year, ten year, fifteen year and twenty year officers. (Association Exhibits 16 through 22) It contends that the average base wage for an "After Five Year" full-time police officer is \$38,496.00 for those municipalities having collective bargaining agreements or interest arbitration awards in place for fiscal year 2000. It asserts that in order for the Town to reach such "average" pay, it would need to adjust the base wage and longevity so as to incorporate a 9.1% increase for fiscal year 2001. It submits that while it is critical that the Town begins to address the disparity in compensation, it does not seek to have the adjustment accomplished during the term of this Award, but urges the Panel to

begin to address the issue of the inequitable disparities between neighboring departments. It presents the following chart (Association Exh. 18) in support of this position concerning salaries:

**AFTER FIVE YEARS SALARY FULL TIME POLICE OFFICER
COMPARISON OF COMPARABLE MUNICIPALITIES**

<u>MUNICIPALITY</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>
Town of Crawford*	\$33,405(a)	\$35,336	\$36,749	\$38,219	Exp. 12/99		
Village of Ellenville	\$35,797(b)	\$37,064(b)	\$38,374(b)	\$39,849(b)	\$40,860(b)	\$42,400(b)	\$43,997(b)
City of Kingston	\$36,032	\$37,488	\$38,238	\$39,554	\$41,136	Exp. 12/00	
Town of Lloyd	\$29,005	\$30,177	\$31,396	\$32,825	Exp. 12/99		
Town of Marlborough	\$36,463	\$37,739	\$38,871	\$40,037	\$41,238	Exp. 12/00	
Town of New Paltz	38,772	\$39,935	\$41,134	\$39,910**	\$40,813**	\$41,736**	Exp. 12/01
Town of Rosendale	\$26,621(c)	\$27,411(c)	\$28,222(c)	\$30,760(b)	Wage Reopener	Wage Reopener	
Town of Saugerties	\$31,845	\$32,800	\$34,293	\$35,321	\$36,381	\$37,472	Exp. 12/01
Village of Saugerties	\$29,309	\$30,481	\$31,472	\$32,495	Exp. 5/00		
Town of Shawangunk	\$31,689	\$32,759	\$33,947	\$35,262	Exp. 12/99		
Town of Ulster	\$31,450(d)	\$31,450(d)	\$32,537(d)	\$33,662(d)	\$34,826(d)	Exp. 12/00	
Village of Walden*	\$41,591	\$43,255	\$44,985	Exp. 5/99			
Town of Woodstock	\$30,423(e)	\$31,350(e)	\$32,279(e)	\$33,235(e)	\$34,220(e)	Exp. 12/00	

*Municipality located in Orange County, ** Base Wage Schedule was modified-Actual Schedule (Un. Exh. 19)

The Association asserts that the Town is in a strong financial position entering fiscal year

2001, having enjoyed the benefit of "virtual 20/20" hindsight in examining the ability of the Town to pay for the contemplated Award. It maintains that the Town is financially capable and able to absorb the base wage and longevity adjustments proposed by the Association for full and part-time Police Officers and Dispatchers. It also argues that its longevity proposal would reduce the imbalance which exists and reward those more experienced officers.

The Association also maintains that the analysis of its expert witness, Edward Fennell, demonstrates that the Town has placed in its 2001 Police Department Personal Service Accounts an increase of approximately 5.7%. (Union Exhibit 4.2) The testimony of Town Supervisor John Valk shows that there is an unappropriated surplus of \$525,837.00 entering fiscal year 2001. In addition, it points out that the Town set aside a contingency fund in the amount of \$75,000.00 in the general fund budget for the year 2001 from which it would be able to pay any awarded base wage and longevity increases granted by the Panel. Mr. Fennell's testimony also demonstrates that the cost for a one percent (1%) increase to the total police officer compensation package would amount to a total cost to the Town of \$2,734.00. (Association Exhibit 42, page 9)

It also argues that the proposed increases to the base rates for part-time employees and dispatchers would not result in any additional impact upon the Town and that of the proposed fixed level adjustment of \$0.75 per hour would amount to less on a percentage basis than is currently proposed in the adjustment for full-time police officers.

The Association rejects the Town's proposed 2.5% across-the-board increase on the base wage for all employees and its failure to propose any adjustment to the existing longevity structure as not being in the best interests of the parties or the general public. It maintains that the police officers are grossly under-compensated for the services they provide and the work performed, as

evidenced by a careful look at the total wage and compensation package. The Panel should address this inequity and disparity at this point in time and maintains that in doing so there would be no adverse impact on the real property taxpayers and residents of the Town if done during 2001. It presents the following chart (Association Exhibit 18) in support of its argument.

**AFTER 5 YEARS SALARY INCLUDING LONGEVITY FULL TIME POLICE OFFICER
COMPARISON OF COMPARABLE MUNICIPALITIES**

Municipality	1996	1997	1998	1999	2000	2001	2002
Town of Crawford	\$1,040(a)						
Village of Ellenville	\$ 325(b)	\$ 350(b)	\$ 375(b)	\$ 425(b)	\$ 450(b)	\$ 475(b)	\$ 500(b)
Town of Rosendale	\$ 600(c)	\$ 600(c)	\$ 600(c)	\$ 600(c)	Wage Reopener	Wage Reopener	
Town of Ulster	\$ 400(d)	Exp. 12/00					
Town of Woodstock	\$ 375(e)	\$ 400(e)	\$ 400(e)	\$ 400(e)	\$ 400(e)	Exp. 12/00	

(Un. Exh. 19)

The Association argues that, pursuant to Civil Service Law Section 209.4(c)(v), the Panel must consider "the financial ability of the public employer to pay" when reaching its final determination. The Association contends that the financial reports and findings prepared by its expert witness in municipal finance and budget analysis, Fennell, were not contradicted by the testimony of the Town Supervisor, John Valk, and shows that the Town is in an extremely strong financial position. It enjoys the second lowest town tax rate compared to other Ulster County towns and that the Town has amassed an unappropriated surplus of \$525,837.00. Its fund balance is virtually 100% of its total annual appropriations which, according to Fennell, is a "extraordinary

amount.” Fennell also concluded that for each 1% increase in the base wage for the police officers, the Town would see an increase of only .17% of the general fund budget and only .33% of the tax of the real property tax revenue.

It maintains that Fennell’s analysis also shows that the Town has consistently and conservatively estimated expenditures and projected income resulting in an increasing surplus every year, including income derived from non-property taxes and other non-property tax revenue sources.

The testimony of Supervisor Valk was that while the 2001 budget had not been finalized, all sources of revenue for fiscal year 2000 exceeded the projected and budgeted amounts, including excess revenues accumulated in real property, sales and mortgage tax receipt funds. In addition, there was a contingency fund in the amount of \$75,000.00 contained in the General Fund budget for 2001.

Moreover, the Association argues that the Town’s projected retirement system contributions have been drastically reduced in each of the last four years but that, nonetheless, the Town continues to project substantial expenditures in this category. The Town should not be directing the savings to other priorities when the total compensation package paid to police lags behind neighboring municipalities. These savings provide an opportunity and a source of available funds to address the under-compensation of the force without any impact on the taxpayer. Supervisor Valk’s testimony confirmed Fennell’s conclusion that the Town is in extremely strong financial condition in light of his statements that Fennell’s fund balance projections were accurate and that the 2000-2001 fund balance included an increase of \$125,000.00. Valk also confirmed that the Town had increased the real property tax rate by only a fraction of a percent for fiscal year 1999 and just 2/3 of one percent for fiscal year 2000.

In light of these statistics, the Association submits that the Town clearly has the capability

of paying a fair and reasonable Award for the years 2000 and 2001 consistent with those in place in "comparable communities" and as demanded by the Association, without imposing substantial new or increased burdens on residential employees.

The Association also argues that it is in the interests and welfare of the public to have a professional, well-trained police staff with qualified and experienced personnel. This can only be accomplished when the wages and benefits of the officers are at a level sufficient to attract and retain them. When a Town is in a strong financial position, such interest and welfare of the public require that a wage and benefit package be funded at a level to entice persons to become and remain members of the department.

Moreover, the Association points to CSL Section 209.4(c)(v) which requires the Panel to compare the attributes of the police profession with other trades or professions. The Association maintains that law enforcement is unique and no real comparison can be made with other trades or professions. This criteria in the law has been interpreted and applied over the years by interest arbitration panels by examining the peculiarities of the law enforcement profession itself. The parties do not dispute that appropriate weight must be given to the especially hazardous nature of police work and the special qualifications, training and skills required of a police officer. The Association requests that these unique duties of police officers be considered by the Panel.

Position of the Town

On the other hand, the Town argues that the salaries for full-time police officers are consistent with the salaries of other police officers within Ulster County and that despite its low

wealth, it does not offer the lowest salaries in Ulster County. It maintains that in 1999, it offered new full-time police officers starting salaries that were competitive with the middle range of similarly situated police departments. It points out that the difference between the highest and lowest salaries for full-time police officers was \$5,770.00. It also contends that to top step full-time police officers, it offered an even more generous salary in 1999 compared with other similarly situated police departments.

It further contends that if the salaries paid to police officers in the Town are compared with similarly situated town police departments, the average salary raise for full-time police officers was between 2% and 3% in 2000 and offers the following chart in its support (Town Exhibit 3):

YEAR 2000 INCREASES FOR FULL-TIME OFFICERS

<u>Name of Town</u>	<u>Initial Step Percent Increase</u>	<u>Highest Step Percent Increase</u>
Lloyd	no data	no data
Marlborough	2%	2%
New Paltz	no data	no data
Plattekill	no data	no data
Rosendale	0%	0%
Saugerties	3%	3%
Ulster	3%	3%
Woodstock	2%	2%

The Town also argues that it provides a generous longevity bonus to the police officers in comparison with other similarly situated police departments. (Town Exhibit 7) It points out that full-time police officers receive a longevity payment of \$500.00 after their eighth year of employment

and a payment of \$1,500.00 after their 18th year of employment and maintains that these amounts are competitive with respect to the other similarly situated departments. It presents the following chart (Town Brief, Appendix C) in support of its arguments:

1999 LONGEVITIES AT YEAR 8 AND YEAR 18

<u>Name of Town</u>	<u>Longevity at Year 8</u>	<u>Longevity at Year 18</u>
Marlborough	no contract language	no contract language
Plattekill	no contract language	no contract language
New Paltz	no data	no data
Saugerties	\$150	\$600
Ulster	\$200	\$200
Lloyd	\$400	\$2,400
Shawangunk	\$500	\$1,500
Woodstock	\$550	\$1,050
Rosendale	\$600	\$1,000

(Town Exh. 7.)

The Town also contends that it pays its part-time police officers wages that are competitive to similarly situated police departments. (Town Exhibit 8) It asserts that it differentiates between its junior and senior part-time employees by implementing a step wage scale for part-time employees, unlike the majority of police departments. With respect to the Association's position for a \$0.75 per hour raise for part-time police officers, the Town maintains that such an amount equates to a 6.8% wage increase which is more than double the 3.2% C.P.I. as reported in October of 2000. (Town Exhibit 1) It maintains that the Association provided no evidence to support such an extravagant wage increase. It also argues that it pays its part-time police officers a generous longevity to their wages in comparison with other similarly situated police departments and points

out that five out of eight such departments do not offer part-time employees longevity payments in any event. The Town also argues that increases of 2.5% should be awarded by the Panel to part-time wages and longevities. It provides the following chart to support its evidence that its longevity payments are very generous:

1999 LONGEVITIES AT YEAR 8 AND YEAR 21

Name of Town	Longevity at Year 8	Longevity at Year 21
Lloyd	no contract language	no contract language
Marlborough	no contract language	no contract language
Saugerties	no contract language	no contract language
Name of Town	Longevity Year 8	Longevity Year 21
Ulster	no contract language	no contract language
Woodstock	no contract language	no contract language
New Paltz	no data	no data
Shawangunk	\$.90	\$2.30
Rosendale	\$500	\$500

(Town Exh. 9.)

With respect to the arguments presented by the Association concerning its ability to pay any increases, the Town points out that it has a population of 10,081 and is located in Ulster County, New York, which includes two prisons located within the Town and is home to a Jehovah's Witnesses complex which contains 1,300 tax exempt residents. As a result, the Town's taxpayer population base shrinks to 7,481 residents.

The Town notes that three school districts, Pine Bush, Wallkill and Valley Central are contained within its limits. It also maintains that it is one of the poorest communities in Ulster

County, with a property tax rate of \$12.19 per thousand. It maintains that the financial data and comparisons with other similarly situated police departments should be that of those found in the County including Lloyd, Marlborough, New Paltz, Plattekill, Rosendale, Saugerties, Ulster and Woodstock.

The Town argues that the financial picture presented by the Association portrays the Town in a "cash-rich" light. The Association claims that the Town has the second lowest tax rate in the County, a budgetary surplus of \$481,000.00 and debt reserve of \$595,685.00 and that the Town has exhausted only a portion of its constitutional debt limitation. These figures should be regarded by the Panel as misleading because the financial documents submitted by the Association relied on data from the 1997 fiscal year to determine the combined tax rates for the Town. (Association Exhibit 42) The Association claimed that more current financial information was not available.

The Town points out that it presented current fiscal information by way of the 1999-2000 State Aid figures from the New York State Education Department. (Town Exhibit 2) It maintains that the State Aid numbers are more relevant here as they list the pupil wealth (income), alternative pupil wealth (real property) and combined wealth ratios of school districts in the State. This document also lists the school tax rates for each school district. It argues that the expert witness for the Association, Edward Fennell, admitted on cross-examination that "the vast majority of taxes, 75%, consists of school taxes." Therefore, the Town concludes that contrary to the Association's documents, the Town does assess high tax rates for the relative wealth of its residents.

It also contends that in the State Education report, three school districts located within the Town's limits are among the poorest in the county but are taxed the heaviest. The Pine Bush school district has some of the poorest residents in Orange County with a pupil wealth ratio of .610 and has

the highest taxes with a school tax rate of \$21.36 per \$1,000.00. It compares this statistic to Greenwood Lake, the highest taxed school district in Orange County, which has a pupil wealth ratio of 1.112. The Wallkill school district has a pupil wealth ratio of .666 and school taxes of \$22.31 per \$1,000.00, which are the third-highest in Ulster County, while its residents are the poorest. (County Exhibit 2, Figure 2)

With respect to the unexpended fund balance for the year 2000, the Town argues that the Association's calculated surplus figure did not take into consideration the withdrawal of \$10,300.00 for the cost of crosswalks and winter materials. Moreover, it asserts that it has reserved the fund balance for construction and development projects scheduled for the upcoming years, including the Town park which will have development costs of \$120,000.00 and development costs for a new Town Hall for which a capital fund has been reserved in the amount of \$220,000.00 for a project estimated to be over \$1 million. The Town argues that it plans to apply \$100,000.00 to \$200,000.00 in additional unexpended fund balance toward the Town Hall project. These expenditures will serve to sharply decrease the unexpended fund balance which, if depleted, would cause a rise in the tax rate by 20% to 30% for the Town's residents.

Any arguments of the Association that the Town has the ability to pay the salaries requested by it because it has exhausted only 3.8% of its 7% constitutional debt limitation is misplaced. The Town contends that there is no requirement that it exhaust that limitation in order to free up money in the General Fund to pay the salaries requested by the Association. It also argues that it should not be penalized for prudently managing its budget by keeping its debt reserves to a minimum to cover public improvement costs on a current fiscal year basis.

The Town also argues that the most recent consumer price index ("CPI") statistics for New

York-Northern New Jersey-Long Island through October 2000 indicates a 3% increase, following annual increases of 2.0% in 1999 and 1.6% in 1998. It argues that the Panel must give considerable weight to the CPI when determining a reasonable salary/wage increase. (Town Exhibit 1) With respect to the Association's arguments concerning dispatchers, the Town argues that it offers competitive wages in comparison with other similarly situated police departments (Town Exhibit 5) and that it would be fair and appropriate to increase such wages by 2.5%.

FINDING

Pursuant to Section 209.4(c)(vi), the length of this Award is two years. Therefore, this Award covers the period January 1, 2000 to December 31, 2001.

The Panel concludes that the Town is in sound financial health and has the ability to fund a reasonable and equitable salary package. It believes that a relevant base of comparison would be those other police departments in both towns and villages, both within the County of Ulster, as well as those which are geographically proximate to Shawangunk, which have similar income, population, housing supply, tax base composition, revenue and expenditure levels.

In light of the foregoing, the Panel finds the following compensation to be appropriate:

Base Wages

1/1/00

3.9% increase on base salary for full time officers and 50 cents an hour increase on base for part-timers/dispatchers.

1/1/01

3.9% increase on base salary for full time officers and 50 cents an hour increase on base for part-timers/dispatchers.

Longevity

1/1/00	Twenty cents an hour increase using step schedule currently in place.
1/1/01	Twenty cents an hour increase using step schedule currently in place.

ADDITIONAL ASSOCIATION DEMANDS

Article 2A - 2B Dues Deduction From Part-Time Employees

The Association demands that the Town deduct from unit members' paychecks amounts due for previously unpaid union dues and/or agency shop fees. It argues that such a demand was to ensure that all employees who do not work during a particular pay period and thus have no dues and/or fees deducted will not fall into arrears in dues and create accounting problems for the Association and/or member. It also argues that it does not seek to hold the Town responsible for debts incurred by members or agency shop fee payers, but rather to have the commonly-implemented plan of employer deductions made at the time of payment in such a manner so as to ensure the Association and the members that all fees and dues are current. There would be no cost to the Employer for implementation of this proposal, according to the Association. While the Town argues that it does not oppose additional language to the Agreement to provide for the deduction of such dues, it maintains that it would seek to clarify that deductions made would be from the employee's next paycheck and not "fronted" by the Town. (Brief at page 23)

FINDING

The Panel concludes that the Union's ability to collect dues and/or agency fees is significantly hampered when it cannot collect dues or agency fees from the salaries of part-time employees.

Accordingly, the Panel finds that new language should be added to the Agreement to amend

Article 2 A and Article 2 B to read as follows:

Article 2A – Dues owed to date shall be deducted from that part-time employee who did not work the previous pay period(s).

Article 2B – Agency Shop Fee owed to date shall be deducted from that part-time employee who did not work the previous pay period(s).

Article 4C: 30 Day Waiver Provision

The Association argues that it has proposed a deletion of the contractual language contained in Section C so that all grievances shall no longer be "deemed waived unless" filed in writing. The Town, on the other hand, argues that the 30-day waiver provision is consistent with waiver provisions in the Lloyd, Rosendale and Saugerties collective bargaining agreements and given that the Association has raised no compelling reason to alter the provision, the Panel should Award against any change on this matter.

FINDING

The Panel concludes that there is insufficient record of evidence concerning this issue and accordingly no finding is made.

Article 6B: Night Sights/Magazines

The Association has proposed that night sights and three magazines for duty weapons be granted to members of the unit. It maintains that this issue relates to officer safety and has a nominal impact only, and that Chief Frank Perone testified on behalf of the Town and offered no response to this proposal. The Town maintains that it does not oppose the addition of these items as part of

a well-balanced overall Award.

FINDING

The Panel concludes that new language be added to Article 6B in order to provide officers with night sights and three magazines for duty weapons.

Article 6D: Cleaning Allowance

The Association argues that the cleaning allowance should be increased as follows:

Full-Time

<u>Current</u>	<u>2000</u>	<u>2001</u>
\$ 150.00	\$ 350.00	\$ 400.00

Part-Time

<u>Current</u>	<u>2000</u>	<u>2001</u>
\$ 75.00	\$ 175.00	\$ 200.00

The Association maintains that this cleaning allowance for uniforms and equipment would be at a level approaching that which is currently being received by counterparts in neighboring departments. The Town of Crawford police officers bear no expense for the cleaning, maintenance or replacement of their uniforms. It points to the Village of Ellenville which grants their officers a uniform allowance of \$650.00 annually in addition to a maintenance allowance of \$625.00 annually. Those payments are scheduled to increase by \$50.00 during each of the three years of the current

collective bargaining agreements. It also points out that the City of Kingston police officers receive a uniform allowance of \$900.00 annually in fiscal year 2000 and in the Town of Lloyd, an allowance of \$435.00 for fiscal year 1999 is granted with all dry cleaning costs paid by the employer. It also points out that in the Town of Marlborough officers receive a \$400.00 cleaning allowance; in the Town of New Paltz, full-time officers receive \$525.00 for fiscal year 2000 and part-time officers receive \$195.00 for the same year. Those payments increase in fiscal year 2001 by \$50.00 for full-time officers and \$30.00 for part-time officers. The Employer pays all cleaning expenses in Rosendale, Ulster and the Village of Walden. The Association concludes that the cleaning allowance afforded to members of the Town's police department is inadequate to cover the cost of cleaning and maintenance of the various items of uniform required of a police officer. Here, officers are working a 260 day work schedule and are required to maintain warm weather, cold weather equipment and other items of uniform, and the current level of payment is grossly inadequate to cover such needs.

On the other hand, the Town argues that it has submitted a counter-proposal of an increase in the full-time officers' allowance to \$250.00 which, if implemented, would be one of the highest in the county. (County Exhibit 4, Appendix X) It points out that Saugerties offers a \$300.00 cleaning allowance, New Paltz a \$225.000 cleaning allowance and Plattekill \$175.00. The Town believes that the increase to \$250.00 would be sufficient for full-time officers and urges that the status quo be maintained for part-time officers.

In addition, the Town proposes paying the cleaning allowance by December 15 each calendar year to those members that are on payroll as of that date, as opposed to the current quarterly payments made with proration in the event that unit members leave during the year. It maintains that

the once-a-year payment would be administratively convenient for the Town and should be recommended by the Panel.

FINDING

The Panel concludes that the cleaning allowance be raised to the following amounts as follows:

2000-01	\$350 (full-timers)	\$175 (part-timers)
2001-02	\$400 (full-timers)	\$200 (part-timers)

Article 8 - Vacation Schedule

The Association argues that the vacation program should be compressed by reducing the number of years which an employee must work before receiving a third week of vacation. Under the current Agreement, a police officer does not receive the third week of vacation until the start of the eighth year of service. It maintains that an officer should receive that third week at the commencement of his sixth year. It also argues that an officer should receive 20 work days of vacation credit, or four weeks vacation, starting with an officer's 11th year of employment through his 15th year of employment. Under the current Agreement, the officer does not receive four weeks of vacation until the start of his 16th year of service. The Association maintains that the proposed compression should continue with an officer receiving at the start of his 16th year of service five weeks vacation which, under the current Agreement, cannot be given until the 21st year of service. It maintains that the current vacation schedule is the "worst among cited" municipalities. (Brief at page 15)

The Town argues that its vacation plan offer raised during negotiations is one that is

consistent with other police departments for full-time officers. While the plan starts lower for new employees, it becomes increasingly generous for senior employees, according to the Town. (Town Exhibit 11) The vacation allotment for an officer in the fifth year of employment is identical to that offered by Ulster and Woodstock. The tenth year allotment is identical to the vacation offered by Rosendale, Saugerties, Ulster and Woodstock. The vacation allotment for police officers in their 21st year of employment of 25 days vacation per year is one of the most generous, with only Marlborough and Ulster offering identical plans. The Town points out that it permits full-time employees to carry over up to 80 hours or ten days of vacation per year, consistent with the agreements in the police departments of Lloyd, Rosendale and Woodstock. The Town contends that its vacation schedule is a generous one and should not be increased by the Panel.

FINDING

The Panel concludes that the current schedule be maintained and that the matter be remanded back to the parties.

Article 9B and 9C - Holiday Pay

The Association proposes modifying the current holiday pay language, whereby an employee receives 2-1/2 times the hourly rate for hours worked during a holiday, which is part of the "scheduled tour of duty." Hours worked beyond the normal scheduled tour of duty are paid at the rate of 1-1/2 times the hourly rate. The Association maintains that it is inequitable to pay an officer less for working overtime hours on a holiday than the same officer receives for his regularly scheduled tour of duty. It contends that all hours worked during a holiday should be treated in the same manner. Its proposed language is that which is provided in cited comparable communities and

reflects the prevailing benefit in that area. (Association Exhibit 29)

On the other hand, the Town argues that its rate of pay for both full-time and part-time employees on holidays is a very generous one, despite the fact that the Town is one of the poorest of the similarly situated police departments sampled. (Town Exhibit 15) It maintains that it currently offers the second highest holiday rate of pay for its initial step full-time employees, and that the highest step full-time police officers receive \$42.38 per hour for working on a holiday, which is the second-highest holiday rate of pay for similarly situated police departments. It asserts that only four of the nine similarly situated departments offer their part-time employees an increased rate of pay for working on a holiday while the Town offers its part-time officers \$16.50 per hour for working on a holiday. It concludes that its holiday rates of pay for both full and part-time officers are generous and competitive and should not be increased by the Panel.

FINDING

The Panel concludes that the current rate is to remain in place and that the matter be remanded to the parties.

Article 10A - Accumulation of Sick Leave Time

The Association argues that it has proposed modification of the current sick leave accumulation rate from 2-1/2 hours per pay period to 4 hours per pay period and that its proposal to eliminate the current limitation of the maximum accumulation of 240 hours is to overcome the fact that the Town ranks last in available sick leave. (Association Exhibit 24) It maintains that every municipality it cited grants officers a minimum of 12 days of sick leave use and access to more than 12 days of sick leave on an annual basis. The Association proposal would result in an officer

receiving a total accumulation of 13 days per year, which is less than the average among the cited communities. It also maintains that this figure is reasonable in light of the work schedule in place and the limited availability of vacation, personal and bereavement leave. It also asserts that the parties have already placed into the collective bargaining agreement a provision which protects against any potential abuse, by requiring that a doctor's certificate be provided when an employee is absent for more than three consecutive work days.

On the other hand, the Town argues that its sick leave accrual plan and accumulation is high in comparison with other police departments, as officers may accumulate five hours per month, up to 240 hours of accumulated sick leave. It maintains that the next level in the comparison group are eight hours/240 hours in Rosendale and 8 hours/800 hours in Woodstock.

FINDING

The Panel concludes that the current rate is to remain in place and that the matter be remanded to the parties.

Article 13 - Adjustment Days Off

The Association proposes a new section of the article to establish full-time employee access to eight adjustment days off per year in order to correct the inequity which exists between the Town and the cited comparable communities whereby officers in the Town work substantially more than their counterparts. The Town lags far behind its neighboring municipalities in terms of total lead time access ranking last or nearly last in each and every category. (Association Exhibits 24, 25, 26, 29, 32, 33 and 35) Reduction of the work schedule to a 252 day schedule would result in one comparable to that of other police agencies.

The Town maintains that contracts for every other town police department, excepting Woodstock, states that full-time officers must work 260 days per year. In light of the standardization of the number of days in a work year, the Town argues that the Panel should not decrease the number of days for full-time police officers as it would result in a reduced schedule of work days which would have substantial cost implications because more part-timers would have to be engaged to cover shifts.

FINDING

The Panel concludes that the status quo should remain in place and that the matter be remanded to the parties.

Article 15 - New Section-Retirement Health Insurance Coverage at 100%

The Association argues that a new provision should be implemented whereby the Town would pay 100% of the cost of medical and dependent coverage for full-time employees upon retirement. Five of 13 cited municipalities provide for 100% contribution upon retirement, including the City of Kingston, County of Marlborough, Town of New Paltz, Town of Ulster and the Town of Woodstock. (Association Exhibit 28) The Association also points out that the Town of Saugerties provides full-time employees upon retirement a fund of \$10,000.00 to be used by the retiree for health insurance premiums under a plan administered by the town. The Association also maintains that there are no members of the police department who are eligible to retire at this time and therefore its proposal would have no immediate impact upon the Town. However, it is a critical issue to officers contemplating retirement.

The Town argues that the Association's proposal is a potentially expensive one, given that the Town currently participates in the state-wide health insurance plan which requires that it pay 50% of the cost of premiums for individual coverage and 35% toward the difference in cost between individual and family coverage. It is opposed to increasing the portion of the premium cost for retirees.

FINDING

The Panel concludes that the status quo should remain in place and that the matter be remanded to the parties.

Article 17 - New Section: Personnel File and Leave Accrual Information

The Association argues that a new provision should be placed in the Agreement whereby employees are permitted to review their personnel file upon five calendar day notice and that the Town provide information on a regular basis as part of the payroll process regarding the balance of leave accruals. It contends that these two demands impose no additional cost on the Town but seek to afford the officer with notice regarding matters critical to employment status. It asserts that it is imperative that an employee be granted an opportunity to examine and review his personnel files and timely respond to any complaints and reports placed there by the employer. This is very important in the law enforcement field where civilian or administrative complaints could raise substantial questions concerning an officer's performance. It points out that personnel files are continuously sought by both civil and criminal litigants and that, accordingly, officers should be afforded a timely opportunity to respond to the materials in the file. This will protect the individual police officer and the department as well in that there is no or little justification for seeking to deprive officers of the

opportunity to respond to such matters. It also contends that regular notice concerning accrual status are employed by a vast majority of municipal and private employers and that any additional administrative burden that might be asserted by the Town would be nominal at best. It maintains that aside from the initial steps undertaken to incorporate such information in the regular payroll check, all such information must be updated by the Town on a regular basis and maintained in some alternative form.

The Town maintains that the personnel file proposal is one which is rare in terms of similarly situated police departments with only three of eight contracts containing this language. (Town Exhibit 13) It points out that the police departments in Marlborough, Rosendale, Saugerties, Ulster and Woodstock do not contain language regarding personnel files. Nor do any of these agreements provide for right to grieve the contents of the file including any writings. Given that the implementation of such language would be inconsistent with the majority of police departments in the County, the Panel should not add such a provision to the contract.

FINDING

The Panel concludes that the status quo be maintained with respect to the issue of personnel file access. It also concludes, however, that the Town is to provide information on a regular basis as part of the payroll process regarding the balance of leave accruals. Therefore, the Town shall provide written notification of an employee's leave accrual state during the pay period following the last day of the calendar month.

New Article - Disciplinary Procedure

The Association argues that an alternative disciplinary procedure be implemented whereby

the Employer would be permitted to offer an employee command discipline related to less serious offenses. It also argues that under its proposal an employee would have the right to seek binding arbitration for more serious allegations before an independent arbitrator in lieu of proceedings pursuant to CSL Section 75 and/or 76, and that such a procedure be final and binding on the parties. This would ensure a full and free opportunity to both sides to present evidence and provide a degree of finality to disciplinary matters. It also asserts that the procedure would limit the exposure of both sides as the opportunity to seek court review would be eliminated. It maintains that the current CSL Section 75 proceedings do not provide a full and fair opportunity to present a defense and frequently result in a "rubber-stamp" hearing before an operative of the municipal employer.

The Town argues that approximately half of similarly situated police departments' collective bargaining agreements contain disciplinary procedure language similar to the current language and that only the Town of Saugerties designates final and binding arbitration as the method by which disciplinary disputes are resolved. It is opposed to such arbitration and contends that CSL Section 75 provides substantial due process rights in the area of discipline.

FINDING

The Panel concludes that the status quo should remain and that the matter be remanded to the parties.

ADDITIONAL TOWN DEMANDS

Article 13A - Call-In

The Town proposes that the call-in rate, which is currently a minimum of three hours pay when officers are called in on days when they're not scheduled to work, be decreased to a minimum

call-in pay of two hours. It maintains that the three hour minimum is inconsistent with or exceeds the call-in rates offered by similarly sized and situated police departments. (Town Exhibit 20)

The Association contends that any reduction in the hours would be manifestly unfair as officers who reside outside the immediate area of the Town could be required to report to duty and spend moneys for travel, child care, etc. and receive only two hours of pay for doing so. Travel time alone could equal or exceed that nominal period. It also contends that the three hour call-out was incorporated recently in the parties' initial collective bargaining agreement and thus reduction at this time would be inappropriate. Moreover, it asserts that the three-hour minimum call-in is clearly the prevailing benefit and that numerous departments enjoy a four-hour call-in period. (Association Exhibit 2-15; 27)

FINDING

The Panel concludes that the status quo should remain and that the matter be remanded to the parties.

Article 17(C) - Part-Time Officers Work Requirements

The Town proposes that all part-time police officers be required to work four shifts within each bi-weekly period if the shifts are available and that they must be available for work within one hour of their tour of duty and be available for special event assignments or be subject to termination from employment. It maintains that the department has the largest staff of part-time police officers and that the commitment they make to the department must be substantial enough to justify working for the Town. This proposal would be a reasonable requirement which is necessary for the efficiency of the service. The Town also contends that officers should be duty bound to be present in a timely

manner when their work shift begins and that the second part of their proposal would establish a discipline for failure to do so or be subject to termination, which is a reasonable and appropriate proposal. It also argues that part-time unit members are needed at special event assignments, such as parades, and should make themselves available on an as-needed basis.

The Association argues that the testimony of Chief of Police Perone demonstrates that while the Town is seeking to impose additional obligations, it has not explored many of the alternatives available to it, including adding additional part-time or full-time police positions and pursuing alternate scheduling of tours. The Chief also confirmed that there are various unfilled part-time and full-time positions in the Town and that the Town declined to seek available grants for the hiring of these additional officers. The Association also notes that Chief Perone acknowledged that the Town recently imposed a maximum number of hours during which time a part-timer could work preventing officers from working more than 40 hours in any two week pay period and that it declined a number of his requests to increase the number of personnel to alleviate the scheduling problem. Accordingly, the Association maintains that the Town fails to justify the demand which is directed toward removing officers from service.

FINDING

The Panel concludes that this issue be remanded to the labor-management committee that has been established by the parties. The Panel recognizes that the Town is experiencing serious problems in terms of employees reporting to work in a timely manner and having coverage for certain special events, such as parades. On the other hand, the evidence appears to show that the staffing level itself could be a contributing cause of this problem and that there is a recently-imposed rule that part-timers are limited from working over 40 hours a week in any two week pay period.

Accordingly, the Panel remands this issue for further study and action by the labor-management committee so as to alleviate these problems in the future.

Article 8 (E) - Quartermaster System

The Town proposes that a quartermaster system be implemented to determine when equipment items need to be replaced and that four of the similarly situated police departments have such a system where the employer determines the usability of an item. These include New Paltz, Rosendale, Saugerties and Ulster.

The Association contends that Chief Perone's testimony shows that there is no current problem with respect to the officers' maintenance of department equipment or decorum and that all members have maintained their uniform and equipment in proper condition. While the Chief characterized the proposal as a "fail safe" to ensure against future problems, he acknowledged that he never had any officers failing to abide by his requests and/or requirement regarding the maintenance of equipment or uniforms.

FINDING

The Panel concludes that a quartermaster system is a sensible proposal and that the following language be added to the collective bargaining agreement:

“The Chief may require unit members to present for inspection items that they seek to replace, for a determination as to whether or not repair or alteration may be utilized in lieu of replacement. Replacements shall not be unreasonably denied.”

Article 15(B) - Health Insurance

The Town argues that it currently offers complete health insurance for employees for both individual and family coverage which is inconsistent with almost all of the other police departments. It notes that the Woodstock police department has its employees contribute 15% for family coverage while no contribution for the employee. The Town's proposal of a 10% employee premium contribution is equitable.

The Association maintains that the Town has failed to present any compelling evidence justifying the imposition of a potentially substantial cost on the employee. It maintains that the prevailing benefit among the cited comparable municipalities is that the employer pay for the full cost of medical coverage and that only two provide "across-the-board" employee contributions. (Association Exhibit 28) It notes that the City of Kingston requires contribution only by employees hired after January 1, 1994 in an amount equal to the lesser of 10% of total annual premium or \$500.00 a year. It also points out that the Village of Ellenville recently adopted a contract which reduces the employee contribution to 5% for employees hired prior to January 1, 2000. (Association Exhibits 3 and 3A) The Association contends that the Town has failed to provide any financial information setting forth what the actual cost of such coverage is or can be expected to be in the future.

The Town also proposes that a \$1,000.00 voluntary annual health insurance buyout program be implemented and that it be conditioned upon coverage of the buyout within section 125 of the Internal Revenue Code. It argues that the Association objected to the extent that a buyout would be taxable in the absence of a Section 125 Plan, as well as the monetary value of health insurance benefits paid by the Town. The Town urges adoption of this proposal, conditioned on having a

Section 125 Plan, given that there be no objection by the Association to it.

The Association argues, on the other hand, that no supporting evidence had been presented as to the basis for this figure or its relationship to the actual cost and/or savings associated with the denial of coverage. Given that the Town has failed to provide sufficient factual basis upon which to impose a substantial financial requirement on unit members, the demand should be rejected.

FINDING

The Panel concludes that while no change should be made with respect to employee contribution to health insurance premiums, the Town should implement a one-thousand dollar (\$1000) voluntary annual health insurance opt-out payment for those employees covered by a medical plan, provided that it establishes a Section 125 IRS Code Flexible Benefits Plan at the Town's cost.

Evaluations for Part-Time Police Officers

The Town argues that it has proposed language which would be: "Evaluations of part-time unit members shall be conducted at least annually in writing." It argues that it currently evaluates its full-time officers and proposes to use a form which would be a combination of a check-list and a narrative containing criteria determined by the Town. It notes that only the Town of Lloyd police department contract contains language regarding the annual evaluation of part-time employees and thus it is unknown as to how many departments evaluate part-time officers. (County Exhibit 19) The Town maintains it should have the right to evaluate its part-time officers consistent with the language in the proposal.

The Association contends that there is insufficient evidence of record to decide the matter

of the scope of any evaluation of part-time employees.

FINDING

The Panel concludes that the evaluation of part-time officers is a logical and sensible manner of providing the parties with an opportunity to determine the progress of an employee.

Language is to be added to the collective bargaining agreement as follows: “Evaluation of part-time members shall be conducted annually in writing in the same format and procedure used for full-time officers.”

Article 6(D) - Uniform Cleaning Allowance

The Town argues that its proposal to pay uniform cleaning allowances by December 15 each calendar year to unit members payable on that date would be administratively convenient and should be recommended by the Panel. The Association maintains that officers would bear the expense for nearly a full year which is contrary to the prevailing benefit level enjoyed in other municipalities.

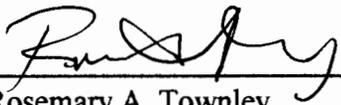
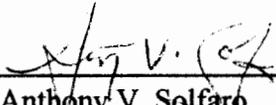
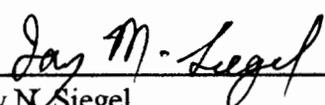
FINDING

The Panel concludes that the payment schedule is to remain at the status quo and the matter be remanded to the parties.

All remaining proposals submitted by the Association and the Town are denied and remanded to the parties for negotiation.

AWARD

1. Duration of Contract: January 1, 2000 through December 31, 2001.

 _____ Rosemary A. Townley Chairperson	 _____ Anthony V. Solfaro Public Employee Organization Panel Member	 _____ Jay N. Siegel Public Employer Panel Member
Date: <u>7/13/01</u>	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>7/2/01</u>	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>7/5/01</u>

2. The Base Wages and Longevity increases shall be as follows:

Base Wages

1/1/00

3.9% increase on base salary for full time officers and 50 cents an hour increase on base for part-timers/dispatchers.

1/1/01

3.9% increase on base salary for full time officers and 50 cents an hour increase on base for part-timers/dispatchers.

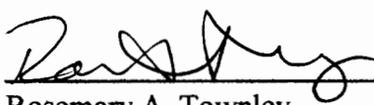
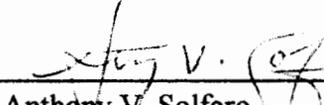
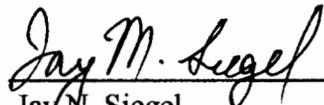
Longevity

1/1/00

Twenty cents an hour increase using step schedule currently in place.

1/1/01

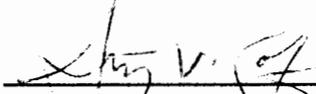
Twenty cents an hour increase using step schedule currently in place.

 _____ Rosemary A. Townley Chairperson	 _____ Anthony V. Solfaro Public Employee Organization Panel Member	 _____ Jay N. Siegel Public Employer Panel Member
Date: <u>7/13/01</u>	<input type="checkbox"/> Concur <input checked="" type="checkbox"/> Dissent Date: <u>7/2/01</u>	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>7/5/01</u>

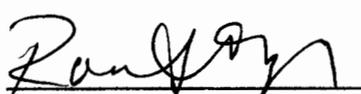
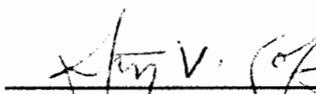
3. Articles 2A and 2B shall be amended to read as follows:

Article 2A – Dues owed to date shall be deducted from that part-time employee who did not work the previous pay period(s).

Article 2B – Agency Shop Fee owed to date shall be deducted from that part-time employee who did not work the previous pay period(s).

		
Rosemary A. Townley Chairperson	Anthony V. Solfaro Public Employee Organization Panel Member	Jay N. Siegel Public Employer Panel Member
Date: <u>7/13/01</u>	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>7/2/01</u>	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>7/5/01</u>

4. Article 6B shall be amended to include the providing of “night sights and three (3) magazines for duty weapon.”

		
Rosemary A. Townley Chairperson	Anthony V. Solfaro Public Employee Organization Panel Member	Jay N. Siegel Public Employer Panel Member
Date: <u>7/13/01</u>	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>7/2/01</u>	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>7/5/01</u>

5. Article 6D shall be amended to reflect the following increases in the cleaning allowance:

	<u>2000</u>	<u>2001</u>
Full Time	\$350.00	\$400.00
	<u>2000</u>	<u>2001</u>
Part-Time	\$175.00	\$200.00

The payment schedule is to remain at the status quo and that matter is remanded to the parties.

<p><u>Rosemary A. Townley</u> Rosemary A. Townley Chairperson</p> <p>Date: <u>7/13/01</u></p>	<p><u>Anthony V. Solfaro</u> Anthony V. Solfaro Public Employee Organization Panel Member</p> <p><input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>7/2/01</u></p>	<p><u>Jay N. Siegel</u> Jay N. Siegel Public Employer Panel Member</p> <p><input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>7/5/01</u></p>
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6. Article 17 New Section Personnel File and Leave Accrual Information – The Panel concludes that the status quo be maintained with respect to the issue of personnel file access. It also concludes, however, that the Town is to provide information on a regular basis as part of the payroll process regarding the balance of leave accruals. Therefore, the Town shall provide written notification of an employee’s leave accrual state during the pay period following the last day of the calendar month.

<p><u>Rosemary A. Townley</u> Rosemary A. Townley Chairperson</p> <p>Date: <u>7/13/01</u></p>	<p><u>Anthony V. Solfaro</u> Anthony V. Solfaro Public Employee Organization Panel Member</p> <p><input type="checkbox"/> Concur <input checked="" type="checkbox"/> Dissent Date: <u>7/2/01</u></p>	<p><u>Jay N. Siegel</u> Jay N. Siegel Public Employer Panel Member</p> <p><input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>7/5/01</u></p>
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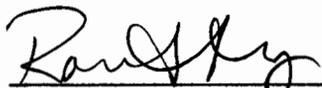
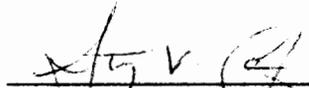
RE: PERSONNEL
 Files

Anthony V. Solfaro
 ANTHONY V. SOLFARO

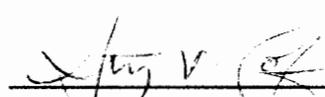
Concur Dissent
 DATE: 7/2/01

RE: LEAVE ACCRUAL
 NOTIFICATION

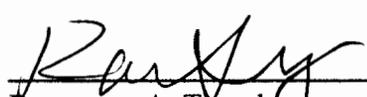
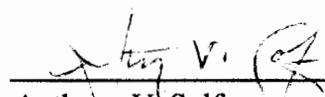
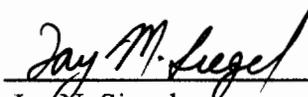
7. Article 17C – Part-Time Officers Work Requirements – remanded to labor management committee

 _____ Rosemary A. Townley Chairperson	 _____ Anthony V. Solfaro Public Employee Organization Panel Member	 _____ Jay N. Siegel Public Employer Panel Member
Date: <u>7/13/01</u>	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>7/2/01</u>	<input type="checkbox"/> Concur <input checked="" type="checkbox"/> Dissent Date: <u>7/5/01</u>

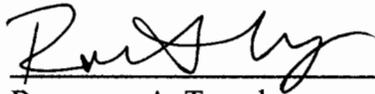
8. Article 8E Quartermaster System - The Panel concludes that a quartermaster system is a sensible proposal and that the following language be added to the collective bargaining agreement: "The Chief may require unit members to present for inspection items that they seek to replace, for a determination as to whether or not repair or alteration may be utilized in lieu of replacement. Replacements shall not be unreasonably denied."

 _____ Rosemary A. Townley Chairperson	 _____ Anthony V. Solfaro Public Employee Organization Panel Member	 _____ Jay N. Siegel Public Employer Panel Member
Date: <u>7/13/01</u>	<input type="checkbox"/> Concur <input checked="" type="checkbox"/> Dissent Date: <u>7/2/01</u>	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>Jay N. Siegel</u> <u>7/5/01</u>

9. Article 15B Health Insurance - The Panel concludes that while no change should be made with respect to employee contribution to health insurance premiums, the Town should implement a one-thousand dollar (\$1000) voluntary annual health insurance opt-out payment for those employees covered by a medical plan, provided that it establishes a Section 125 IRS Code Flexible Benefits Plan at the Town's cost.

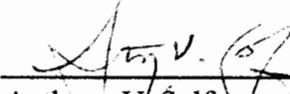
 _____ Rosemary A. Townley Chairperson	 _____ Anthony V. Solfaro Public Employee Organization Panel Member	 _____ Jay N. Siegel Public Employer Panel Member
Date: <u>7/13/01</u>	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>7/2/01</u>	<input checked="" type="checkbox"/> Concur <input type="checkbox"/> Dissent Date: <u>7/18/01</u>

10. Evaluations of Part Time Police Officers - The Panel concludes that the evaluation of part-time officers is a logical and sensible manner of providing the parties with an opportunity to determine the progress of an employee. Language is to be added to the collective bargaining agreement as follows: "Evaluation of part-time members shall be conducted annually in writing in the same format and procedure used for full-time officers."



Rosemary A. Townley
Chairperson

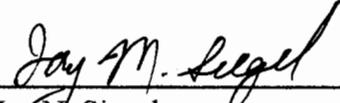
Date: 7/13/01



Anthony V. Solfaro
Public Employee Organization
Panel Member

Concur Dissent

Date: 7/2/01



Jay N. Siegel
Public Employer Panel Member

Concur Dissent

Date: 7/5/01

PART-TIME OFFICERS WORK REQUIREMENTS -
DISSENTING OPINION OF JAY M. SIEGEL, PUBLIC EMPLOYER PANEL MEMBER

The Town of Shawangunk has proposed that all part-time police officers be required to work four shifts within each biweekly periods, if such shifts are available; and

Part-time unit members must be available for work within one hour of the beginning of their tour of duty or else be subject to termination from employment; and

Part-time unit members must be available for special event assignments (e.g., parades).

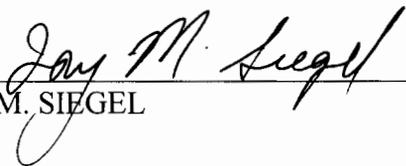
The Panel has decided to remand this issue to a labor management committee rather than implement the change proposed by the Town.

As the Employer Panel Member, I respectfully dissent because the standard of working four shifts within each biweekly period is a reasonable requirement and one that is truly necessary for the efficiency of the Town's police force.

Likewise, part-time police officers, like virtually any other employees in the American workforce, should be duty-bound to be present in a timely manner when their work shifts begin.

Finally, it is also reasonable for the Town to expect that part-time unit members will be available for special event assignments (e.g., parades).

I respectfully dissent because virtually all employees in the American workforce are required to make some form of a minimal commitment in terms of their work schedule and are expected to arrive at the time that they are assigned to work. Since the Town's proposal is consistent with these reasonable expectations, I respectfully dissent.



JAY M. SIEGEL

**NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD**

-----X
In the Matter of Compulsory Interest Arbitration

- between -

**TOWN OF SHAWANGUNK POLICE
BENEVOLENT ASSOCIATION,**

Petitioner,

**DISSENTING OPINION
of Anthony V. Solfaro**

**PERB Case No.
IA200-099; M200-021**

- and -

TOWN OF SHAWANGUNK,

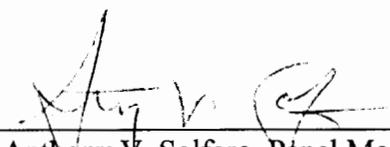
Respondent.

-----X
In the instant proceeding, the following issues were submitted for determination by the Town of Shawangunk Police Benevolent Association (hereinafter "PBA"):

1. Vacation
2. Holiday Pay
3. Sick Leave Crediting and Accumulation
4. Work Schedule Adjustment Days
5. Health Insurance on Retirement
6. Alternate Disciplinary Proceeding to Section 75/76 of the Civil Service Law

However, within the text of the Award regarding the above it states "the panel concludes the status quo should remain in place and that the matter be remanded to the parties". The purpose of my Dissenting Opinion is to let the record accurately reflect, since the above issues weren't specifically listed in the Award section, that I do not concur with the status quo and that the matter be remanded to the parties. At this juncture, it is not necessary for me to provide any further analysis or rationale regarding why the above issues warrant improvements.

Dated: Newburgh, New York
July 2, 2001



Anthony V. Solfaro, Panel Member
Public Employee Organization