

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

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In The Matter of The Interest Arbitration Between

NEW PALTZ POLICE ASSOCIATION

AND

THE TOWN OF NEW PALTZ, NEW YORK

PERB Case No. IA202-011; M201-190  
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FINAL AND BINDING  
OPINION AND AWARD  
OF TRIPARTITE  
ARBITRATION PANEL

The Public Arbitration Panel members are:

PUBLIC EMPLOYEE PANEL MEMBER:

Anthony V. Solfaro, President  
New York State Union of Police Associations, Inc.  
1 Spring Square Business Park  
Newburgh, New York 12550

PUBLIC EMPLOYER PANEL MEMBER:

William M. Wallens, Esq.  
Roemer Wallens & Mineaux, LLP  
13 Columbia Circle  
Albany, New York 12203

PUBLIC PANEL MEMBER AND CHAIRPERSON:

Peter A. Prosper  
P. O. Box 520  
Guilderland, New York 12084

APPEARANCES:      For the New Paltz Police Association

John K. Grant, Esq.  
New York State Union of Police Associations, Inc.  
1 Spring Square Business Park  
Newburgh, New York 12550

For the Town of New Paltz

Elayne G. Gold, Esq.  
Roemer Wallens & Mineaux, LLP  
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NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
DEC 2002

CONFIDENTIAL

Pursuant to the provisions of Civil Service Law, Section 209.4, Richard A. Curreri, Esq., Director of Conciliation of the New York State Public Employment Relations Board, designated the undersigned on November, 5 2002, as the Public Arbitration Panel for the purpose of making a just and reasonable determination on the matters in dispute between the Town of New Paltz ("Town") and the New Paltz Police Association ("Union"). The prior Collective Bargaining Agreement between the parties covered the period from January 1, 1999 through December 31, 2001. Although the Agreement expired, it remains in full force and effect pending this Award.

The Town of New Paltz has a population of 12,830 residents. The Town employs approximately eighteen full-time and nine part-time officers. The parties commenced negotiations for a successor agreement on July 5, 2001, but were unable to resolve their differences, whereupon impasse was declared. The Public Employment Relations Board appointed a mediator who met with the parties. When mediation did not result in resolution of the parties' differences, a petition for Compulsory Interest Arbitration was filed by the Union on October 2, 2002. The Town filed its response on October 7, 2002. Hearings were held in New Paltz, New York on March 13, 2003, at which all parties were provided opportunity to introduce evidence, present testimony, summon witnesses, cross-examine witnesses, and otherwise support their respective positions on the outstanding issues.

All issues which have attendant support submitted by each party were carefully considered, as well as the responses by the opposing party. The Public Arbitration Panel met in executive session on June 12, and July 10, 2003, and deliberated on each of the outstanding issues, carefully and fully considering all the data, exhibits, briefs and testimony of the sworn witnesses who appeared on behalf of both parties. The results of those deliberations are contained in this OPINION AND AWARD, which constitutes the Panel's best judgment as to a just and reasonable solution of the impasse. Those issues presented by the parties that are not contained in this OPINION AND AWARD were also carefully considered by the Public Arbitration Panel, but are remanded back to the parties for further negotiation, and therefore no Award is made on those matters. For each issue, the discussion below presents the positions of the parties and the Panel's analysis and conclusion. The Public Arbitration Panel considered the

impact of each item upon the whole, and made its judgment concerning the combination of items that would provide a just and reasonable result for all parties.

In arriving at the determination contained herein, the Public Arbitration Panel has considered the following statutory guidelines with which it was charged by Section 209.4:

- (v) The public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:
  - a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.
  - b. the interests and welfare of the public and the financial ability of the public employer to pay;
  - c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
  - d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.
- (vi) The determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

## THE ISSUES

The Issues submitted by the Union are as follows:

### ARTICLE 6 - EMPLOYEE RIGHTS

#### 6.5 Duty Hours

Insert all revised language agreed to between the parties amending the collective bargaining agreement for this Section.

(B) Amend to read as follows: (Patrol)

The Employer shall implement a four (4) days on followed by two (2) days off work schedule for all employees.

(E) 1. Amend to read as follows: (Sergeants)

The Employer shall implement a four (4) days on followed by two (2) days off work schedule for all employees.

(E) 2. Delete in its entirety.

(F) 1. Amend to read as follows: (Detectives)

The Employer shall implement a four (4) days on followed by two (2) days off work schedule for all employees.

(F) 5. Amend hours of work as follows:

“B” line: 8:00 a.m. to 4:00 p.m.

“C” line: 12:00 noon to 8:00 p.m.

Amend language to reflect rotation every month to the hours set forth above.

7. Amend paragraph 7 regarding K-9 payment to read as follows:

The K-9 officer shall be paid an additional three (3) hours per week, paid at the rate of time and one-half (1.5X) for home maintenance of the dog.

(G) Incorporate agreed upon definitive language for overtime distribution

(J) Travel:

In line 4, delete “at the Employer rate which shall not be less than \$0.21 a mile” and insert “at the IRS established rate”.

(J) 4. Employee's meal reimbursement entitlement shall be as follows:

Breakfast - \$ 7.50

Lunch - \$10.50

Dinner - \$19.50

(K) Insert "\$10.50" where "\$9.50" appears.

**ARTICLE 8 - CLOTHING ALLOWANCE**

9G) Amend dates and amounts as follows:

<u>Payable Date</u>	<u>F/T Employees</u>	<u>P/T Employees</u>	<u>Detective/Div.</u>
March 1, 2002	\$350.00	\$145.00	\$350.00
October 1, 2002	\$350.00	\$145.00	\$350.00
March 1, 2003	\$400.00	\$160.00	\$400.00
October 1, 2003	\$400.00	\$160.00	\$400.00

In paragraph 2, amend the rates and amounts as follows:

March 1, 2002 -	\$475.00
March 1, 2003 -	\$525.00

In paragraph 3, amend the dates and amounts as follows:

2002 -	\$425.00
2003 -	\$475.00

**ARTICLE 10 - HOLIDAYS**

(A) Amend dates to reflect the named Holidays for the years 2002 and 2003.

(B) Add Independence Day to 2X pay for part-time employees.

**ARTICLE 11 - COMPENSATED LEAVE OF ABSENCE**

11.1 Sick Leave:

(E) Amend to read as follows:

In the event of separation of an employee, that employee or their beneficiary or estate, as the case may be, shall be paid for all unused accumulated sick leave at the rate of pay in effect at that time. Payment shall be made no later than the pay period following separation.

11.5 PROPOSED NEW SECTION - Jury Duty Leave:

(A) An employee who is noticed and required to appear for Jury Duty service, except Grand Jury, shall be released with pay from their regularly scheduled tour of duty that calendar day without charge to any other paid leave (i.e., vacation, holiday, compensatory time and personal leave). This release shall not include a mutual tour of duty switch between employees. There shall be no limit if placed on Grand Jury.

- (B) The employee shall provide a copy of the appearance notice upon receipt to the Chief of Police or designee.
- (C) The employee whose regularly scheduled tour of duty, while serving on Jury Duty, is the "B" line (7:00 a.m. to 3:00 p.m.) and is released from service from within Ulster County by 12:00 noon shall contact the Chief of Police or designee who shall advise the employee whether or not to report for the remainder of the tour of duty.
- (D) The employee shall use the night before "call in" system, if available. The employee shall notify the Chief of Police or designee on whether or not they have to appear for Jury Duty for the following day, or are selected for jury service. In the event the employee is not required to report for Jury Duty, he/she shall report to their regularly scheduled tour of duty.
- (E) All fees paid to the employee for Jury Duty service, when released from their regularly scheduled tour of duty, shall be either endorsed over to or paid by the employee to the Town. In the event the employee reports for jury duty on their regular scheduled day(s) off, the employee shall retain those fees.
- (F) Reimbursement from the court, for mileage, tolls, parking and/or meals paid for while on Jury Duty service, shall be retained by the employee.
- (G) At the completion of Jury Duty service, the employee shall provide from the court, if made available, a record of attendance to the Chief of Police or designee.

**ARTICLE 12 - PHYSICAL AND MEDICAL CARE**

- (A) Insert "New York State Core Plus Medical and Psychiatric Enhancements Plan (Empire Plan)" where "existing plan" appears on line 2.

**ARTICLE 14 - COMPENSATION**

**14.2 BASE WAGE AND LONGEVITY FOR EMPLOYEES:**

- (A) Amend to read as follows:

Effective when the dates as set forth herein, the Base Wage for all full-time employees shall be as follows:

<u>Step</u>	<u>Years of Service</u>	<u>1/1/02</u>	<u>1/1/03</u>
1	Recruit *	\$25,664 ** \$13.18/hr ***	\$27,075 \$13.91/hr
2	Starting	\$32,080 \$16.50/hr	\$33,844 \$17.39/hr
3	2nd Year	\$34,808 \$17.88/hr	\$36,722 \$18.86/hr

4	3rd Year	\$37,293	\$39,344
		\$19.16/hr	\$20.21/hr
5	4th Year	\$40,373	\$42,594
		\$20.74/hr	\$21.88/hr
6	5th Year	\$42,055	\$44,368
		\$21.60/hr	\$22.79/hr
7	6th Year	\$44,031	\$46,453
		\$22.61/hr	\$12.86/hr
8	7th Year	\$46,754	\$49,325
		\$24.02/hr	\$25.34/hr
Detective(s) ****	\$47,923	\$50,558	
		\$24.62/hr	\$25.97/hr
Sergeant(s)	1st Year in Grade *****	\$50,728	\$53,518
		\$26.06/hr	\$23.31/hr
	2nd Year in Grade *****	\$53,767	\$56,724
		\$27.62/hr	\$29.14/hr

\* A recruit shall be paid 80% of Step 2 Base Wage for their first 26 weeks of employment, thereafter moves to the next Step for the next 26 weeks. On the employee's anniversary date of hire, he/she shall move to Step 2 and so on.

\*\* All Base Wages are for information purposes only.

\*\*\* Hourly rate is based on 1946.64 hours for the purposes of calculating the overtime rate and is the exact amount to be paid. Each employee, for the purposes of payroll, shall have the Base Wage divided by 2,080 hours and multiplied by 40 hours per week.

\*\*\*\* The Detective(s) shall be paid a differential of 2.5% over and above Step 8.

\*\*\*\*\* The 1st Year in Grade Sergeant shall be paid a differential of 8.5% over and above Step 8.

\*\*\*\*\* The 2nd Year in Grade and Above Sergeant shall be paid a differential of 15% over and above Step 8.

## LONGEVITY

Amend dates and amounts as follows:

<u>Step</u>	<u>Years of Service</u>	<u>1/1/02</u>	<u>1/1/03</u>
9	7th - 9th	\$ 700.00	\$ 750.00
		\$.40/hr	\$.39/hr
10	10th - 14th	\$1,700.00	\$1,750.00
		\$.87/hr	\$.90/hr
11	15th - 19th	\$3,200.00	\$3,250.00
		\$1.64/hr	\$.67/hr
12	20th and Above	\$4,700.00	\$4,750.00
		\$2.41/hr	\$2.44/hr

- \*\* All Longevity are for information purposes only.
- \*\*\* Hourly rate is based on 1,946.64 hours for the purposes of calculating the overtime rate and is the exact amount to be paid. Each employee, for the purposes of payroll, shall have the Longevity divided by 2,080 hours and multiplied by 40 hours per week.
- Delete paragraph 2 in its entirety.

14.4 BASE HOURLY WAGE RATE FOR PART-TIME EMPLOYEES:

Amend the hourly rates as follows:

<u>1/1/02</u>	<u>1/1/03</u>
\$16.00/hr	\$17.00/hr

14.5 REIMBURSEMENT OF COLLEGE TUITION:

Insert "\$3,000.00" where "\$1,500.00" appears.

14.6 ADDITIONAL COMPENSATION:

(B) Off Duty Appearance:

Delete "two (2)" on line 6 and insert "four (4)".

(C) Personal Vehicle Use:

Delete "Employer, and which shall not be less than \$.21 a mile" on line 4 and insert "IRS".

(D) PROPOSED NEW SECTION - Night Differential:

Any employee who works between the hours of 3:00 p.m. to 7:00 a.m. shall be paid a night differential of five percent (5%) of their hourly rate of pay for all hours worked.

**ARTICLE 16 - DURATION**

(A) Insert "2002" and "2003" where "1999" and "2002" appear respectively.

(B) Insert "2004" where "2002" appears.

The City's proposals are as follows:

Town Proposal No. 1

***Article 1(H), Definitions: Year***

Modify to provide that "year" shall be twelve (12) months of continuous service with the Department. Employees shall not move on step or on longevity until completion of years of service.

Town Proposal No. 2

***Article 6.3, Disciplinary Action***

This section shall be applicable only to permanent Civil Service employees

**REPORTS OF ACCUSATIONS**

Whenever accusations are made by any person or information is received that an employee has violated any rule, regulation or order of the Department, the Chief shall be notified.

**DISPOSITION BY THE CHIEF: COMMAND DISCIPLINE**

***POLICY:***

- To provide for the authoritative utilization of supervisory discipline of minor violations of Police Department General Operations Manual at an appropriate management level.
- To dispose of specified rule violations without resorting to formal charges and Department hearings.

***DEFINITION:***

- "Command Discipline" - A procedure to correct minor deficiencies, non-judicial, punitive action and maintain discipline within the Police Department.

***PURPOSE:***

- Enable the Chief to deal effectively with minor violations.
- Provide additional tools for Supervisory Officers in carrying out the supervisory function.
- Create a concise disciplinary structure between members of the Department and their immediate supervisor.

- Encourage compliance with all aspects of the Rules and Regulations and Policies and Procedures.

***ELEMENTS:***

- Command Discipline shall be discretionary on the part of the supervisors and will be voluntary on the part of the member concerned.
- Supervisory Officers are to continue to utilize all means available to improve attitudes and performances. Command Discipline procedures will provide additional strength to the supervisory function in situations requiring emphatic discipline rather than verbal admonition, yet not serious enough to require formal charges.

***PROCEDURES:***

- All of the following conditions must exist before Command Discipline may be instituted:
  - (a) The minor violation is not aggravated by concurrent circumstances which may make it inappropriate of disposition by Command Discipline.
  - (b) The Department member is not on probation as a result of a previous disciplinary proceeding.
  - (c) The member of the Department has not been the subject of either two Command Discipline and/or two form charges within the past twelve (12) months.
  - (d) The member of the force does not contest the accuracy of the facts reported and does not desire a trial of the issue (voluntarily submits to Command Discipline accepting the facts as presented).
  - (e) The Supervisor believes that the future performance of the member of the Department will be improved through the application of the Command Discipline.
  - (f) The Chief concurs with the Supervisory Officer's recommendation.
  - (g) The individual has concluded his probationary period as a Probationary Police Officer.

***CHIEF:***

1. Investigate to determine if allegation is substantiated.
2. Indicate findings on report if allegation is unsubstantiated.
3. If substantiated and it is the intent to dispose of incident under Command Discipline, interview members concerned. Advise members of alleged violation.

4. Give opportunity for member to make statement in rebuttal and/or obtain additional information from others. Conduct further investigation, if necessary.
5. Inform member of results of investigation and if allegation is substantiated.
6. If substantiated, advise member that he may:
  - (a) Accept findings and proposed penalty.
  - (b) Decline to accept Command Discipline and choose to appeal to the employer.
7. Give member copy of Command Discipline Request/Waiver.

### **AUTHORIZED PENALTIES UNDER COMMAND DISCIPLINE**

#### ***PENALTIES:***

- When proposing penalties under Command Discipline, the Chief may recommend any of the following:
  - (a) Three (3) day suspension without pay.
  - (b) Forfeiture of up to five (5) vacation days.
  - (c) Forfeiture of up to five (5) regular days off which shall not exceed one (1) day per excusal period. (This shall commence within minimum of 24 hours after completion of preceding tour).
  - (d) Change of member's tour of duty not to exceed three (3) tours.
- In addition, the above actions would not preclude the Chief from:
  - (a) Warning and admonishing orally or in writing which would be filed with papers.
  - (b) Change of assignment either temporarily or permanently.

#### ***RECORDS:***

- A log for all Command Discipline occurrences shall be maintained by the Chief. It shall be his responsibility to insure accurate record keeping of files relating to Command Discipline.

### **RECORDS OF DISCIPLINARY ACTION**

- One year after an "Informal Inquiry" has been conducted by the Chief, the member may request of the Chief, in writing, that any documentation related to that

"Informal Inquiry" be removed from their personnel file. Within five (5) days, the Chief will approve or deny the request in writing. . If approved, all documentation will be given to the member for destruction; if denied, the member may appeal within five (5) days to the Employer.

- Upon receipt of an appeal, the Employer will make a determination within five (5) days and advise the member and Chief of their decision in writing. If the Employer rules that the items should be removed, the Employer will direct the Chief to turn documentation over to the member for destruction. If denied, the Employer will advise the member and Chief, in writing, and the documents will remain in file until the automatic purge date as indicated below.
- Eighteen (18) months after documentation resulting from an "Informal Inquiry" handled by the Chief is placed in a member's personnel file, it will be automatically purged and turned over to the member for destruction provided that:
  - (a) During the eighteen (18) month period, the member has not been found guilty of any other disciplinary charges; and
  - (b) No disciplinary charges are then currently pending against the member.
- If the accused member does not desire Command Discipline and adjudication by the Chief, or does not execute in writing such consent, the Chief shall forward the completed report to the employer.

### **DISPOSITION OF THE EMPLOYER**

When the Employer receives a report from the Chief involving accusations against a member that does not contain a [mal adjudication by the Chief, the Employer may dispose of the matter by:

- A. A determination that no action is warranted and that the matter is closed. The Chief and the accused member will be so informed, in writing; or
- B. A determination that the allowable action by the Chief of Police is insufficient.
  1. The employee, in lieu of going to a "Formal Disciplinary Action" in accordance with Article V, Title B of the Civil Service Law of the State of New York, may elect to accept punishment from the Employer as follows:
    - (a) Suspension without pay for a period not to exceed fifteen (15) days.
    - (b) The employee will be advised by the Employer of the number of days, prior to electing to accept such punishment.
- C. (A) A determination that "Formal Disciplinary Charges" will be preferred by the Chief against the member and that such disciplinary procedure shall be in accordance with Article V, Title B of the Civil Service Law of the State of New York.

1. Penalties and Procedures provided by such statute will apply.
2. A mutual hearing officer shall be appointed pursuant to the rules of the Public Employment Relations Board.
3. The Employer agrees to abide with the recommended penalty of the Hearing Officer, unless the Employer finds the penalty excessive and chooses to impose a lesser penalty permitted by statute.
4. Time on suspension without pay, not to exceed thirty (30) days, pending determination of such charges will be counted in any adjudication of such charges. A member found "Not Guilty" of the charge shall be reimbursed for all salary lost during the period of the suspension. Lost wages which directly result from procedural delays requested by the accused member will not be reimbursed.
5. The cost of the stenographer and transcripts of the hearing shall be borne by the Town of New Paltz.

Town Proposal No. 3

***Article 6.4(A), Seniority***

Query any police officers hired prior to April 1, 1975.

Town Proposal No. 4

***Article 6.11, Layoffs***

***Article 6.12, Attrition***

***Article 6.13, Abolishment of Positions***

***Article 6.14, Abolishment of the Police Department Article 6.15, Retirement Incentive***

Eliminate articles.

Town Proposal No. 5

***Article 7, Grievance Procedure***

Modify to provide that only the PBA can appeal to arbitration.

Town Proposal No. 6

**Article 9, Vacation**

Employees hired on or after January 1, 2002 shall earn vacation as follows:

After one (1) year of service	10 days
After five (5) years of service	15 days
After fifteen (15) years of service	20 days

Town Proposal No. 7

**Article 10, Holidays**

Eliminate paragraphs (C) and (E).

Town Proposal No. 8

**Article 11.1, Sick Leave**

- (a) Modify to provide that employees hired after January 1, 2002 shall accrue one (1) sick day per month.
- (e) Eliminate sell-back of sick leave above 100 days.
- (f) Eliminate.

Town Proposal No. 9

**Article 12, Physical and Medical Care**

Modify to provide that new hires contribute 15% of health insurance premium. When an officer retires, the retiree will contribute the same percentage as when they were employed.

Town Proposal No. 10

D Line: Thursday, Friday, Saturday 9:00 p.m. - 5:00 p.m.  
Tuesday, Wednesday 6:00 p.m. - 2:00 a.m.

Town Proposal No. 11

C Line: Detective 4:00 p.m. - Midnight

**POSITION OF THE PARTIES**

**Duration of the Award**

The parties agree to a two (2) year Award which shall be effective January 1, 2002 through December 31, 2003

Based on agreement by the parties, the Interest Arbitration Panel makes the following

**AWARD**

**The term of this Award shall be from January 1, 2002 through December 31, 2003.**

I (concur) (~~do not concur~~) with the above Award

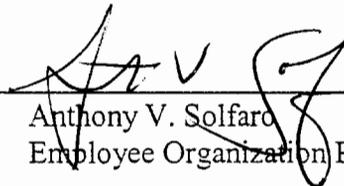
Date: 12.12.03



\_\_\_\_\_  
William M. Wallens, Esq.  
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award

Date: 12/10/03



\_\_\_\_\_  
Anthony V. Solfaro  
Employee Organization Panel Member

## THE STATUTORY CRITERIA

### Comparable Communities

In presenting data for comparable communities, the Town suggests that three town's within the County of Ulster are appropriate for comparison purposes: the Towns of Lloyd, Saugerties and Ulster. Although initially stating that all surrounding municipalities in Ulster County must be used, including the Village of Ellenville, the Town of New Paltz, the Town of Lloyd, the Town of Marlborough, the Town of Rosendale, the Town of Saugerties, the Village of Saugerties, the Town of Shawangunk, the Town of Ulster, the Town of Woodstock and the City of Kingston, the Union asserts that the Town of New Paltz is unique. It is a college community with many transients, making it difficult to draw a direct comparison with other municipalities in the area. Therefore, states the Union, it is probably appropriate to make a comparison with the Town of Ulster, which borders the City of Kingston and which shares very significant characteristics with the Town of New Paltz when you include its four-year university and student population that the Union states provides the Panel the basis to rely upon in its Award.

### Ability to Pay

#### Position of the Union.

The Union asserts that the Town has the financial ability to pay a fair and reasonable award. It states that while the Town paints a picture of financial hard times, it acknowledges that it has the ability to pay.

The Union's financial expert, Edward Fennell testified that the Town has substantial resources by which to fund the existent benefits package and an award consistent with the demands presented by the Union. Mr. Fennell testified that the Town

enjoyed a fund balance of over one million dollars at the end of fiscal 2001. He also stated that the Town has enjoyed continual growth in the sales tax revenue received pursuant to agreement with the County of Ulster which recently increased the sales tax which will lead to even further growth in revenue.

Mr. Fennell, the Union's financial expert, testified the Town had negligible debt for a municipality that size. He also testified that the Town has exhausted only a small percentage of the constitutionally permissible debt limit. The Union notes that supervisor Wilen testified that the Town has not resorted to bonding or borrowing for even permissible discretionary purposes such as equipment or vehicles. Both Mr. Fennell and Mr. Wilen confirmed that property taxes were stable and increases negligible over the last several years.

The Union states that the cost of each one percent increase in police officers salaries, including FICA and PFRS is approximately \$15,147.00. It states that "it is apparent that the Town of New Paltz has the ability, if not the desire, to pay for a fair and reasonable award consistent with the demands presented by the Association."

#### Position of the Town

The Town states that salaries for police officers in the Town of New Paltz are within the average range of comparable communities, especially the Towns of Lloyd, Saugerties and Ulster. It states that looking at salaries for a five-year police officer, the Town of New Paltz pays about two thousand dollars above the average. Clearly, states the Town, it cannot be said that it pays its employees unfairly when compared with the three comparable towns. Pay for part-time police officers are comparable to those in similar municipalities.

The Town states that an overall examination of salaries of police in the Town of New Paltz (that is, full and part-time police officers and sergeants) at the entry, five-year and at top grade levels, reveals that police in the Town of New Paltz receive above average wages. While the Town is willing to pay a reasonable increase, it certainly cannot agree to the Union's demands.

## **SALARY**

### Position of the Union

The Union seeks a five and-a-half (5.5%) percent wage increase in each of the two years. It states that an examination of the collective bargaining agreements and interest arbitration awards in neighboring municipalities indicate that an award consistent with the Union's demand is required to permit the police to retain its relative position in Ulster County. The Union argues that officers in the Town of New Paltz have historically been compensated at a level equal to or higher than those in the neighboring municipalities. This, it argues, is specifically a function of those socioeconomic and demographic factors which were discussed at the hearing. The Town of New Paltz is home to a large state university campus and is subject to an influx of a large number of students and visitors each school year. There can be as many as 30,000 additional people residing in or visiting the Town during the school year. Nightlife associated with the college requires substantial law enforcement presence particularly between Thursday evenings and the early morning hours on Sunday.

The Union states that in an examination of Association exhibits, it is clear that the Town of New Paltz has fallen from its position as the highest paid police force relative to comparative municipalities in 1998 to fifth. The Union states that the reason for this is

that in the last collective bargaining negotiations, in order to avoid contributing to health insurance, the Union agreed to a new Recruit starting salary substantially lower than the starting salary, an elongation of the wage schedule by adding an additional year to reach top pay for police officer, wage increases over the three-year Agreement that were different on each step of the base schedule (i.e., the increases ranged from 2.0% at starting, up to 2.5% to top step, which is after 6 years of service), including implementation of these increases on dates within each of the fiscal years that further reduced the actual cost to the Town throughout the term of the Agreement. The result of this nominal wage increase permanently inures to the Town and calculated over time more than compensates for the avoidance of health care contribution.

The Union presents data that it asserts indicates that while it received a low wage increase in the year 2001, the average increase in Ulster County was 3.456%. It also states that the average wage increase in Ulster County for the year 2002 was 3.75%. These increases are separate from other financial considerations in other municipalities such as rank differentials, longevity and the like.

#### Position of the Town

While the Town states that it is not pleading an inability to pay, it also states that the demands of the Union are much too high. Town Supervisor Wilen is also the Chief Financial Officer of the Town. Supervisor Wilen testified that the police budget is approximately thirty-three percent of the "A" Fund, excluding monies paid to social security, mandated pension plans and workers compensation. It is clear, according to the Town, that any increase in police salaries has a substantial impact on the Town's total budget.

Supervisor Wilen testified that the Town's financial condition looks healthy on the surface, but there are several difficulties not seen by the casual observer. For example, there has been deferred work on the infrastructure of the Town. The Police Department is housed in inadequate quarters, the Courthouse is not ADA accessible, the Teen Center is in need of a new building, the Library is funded by over 50% by the Town, the Fire Department budget is relatively high. Supervisor Wilen also testified that 35% of the college property is off the Town tax rolls.

Supervisor Wilen testified that economic uncertainty causes problems. He points to the New York State Retirement System's recent revelation that the Town of New Paltz would have to make a much higher contribution to the System for all its employees.

Finally, Supervisor Wilen testified that the Town has money in balance for a "fair and just award."

### Discussion

The Town does not deny that it has sufficient funds to provide a wage increase for members of the police department. The Union, through its financial expert Ed Fennell, has demonstrated a solid financial base for the Town, and Town Supervisor Wilen acknowledges such, although Supervisor Wilen cautions about potential increases in expenses and reductions in tax revenues. The Award below considers all arguments made by both parties, and also considers non-financial factors as part of this total Award, including a decision on health contribution.

Based on an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

**AWARD**

**Wages of the full and part-time police officers shall be increased by three percent (3.0%) retroactive to January 1, 2002.**

**Wages of the full and part-time police officers shall be increased by three percent (3.0%) retroactive to January 1, 2003.**

**The retroactivity shall be paid within thirty (30) calendar days of the issuance of this Award, including those who worked during the expired collective bargaining agreement. The Town shall provide a worksheet to each employee receiving retroactivity setting forth how the calculation(s) was made and what it represents.**

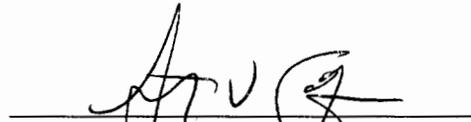
I (concur) (~~do not concur~~) with the above Award

Date: 12.12.03

  
\_\_\_\_\_  
William M. Wallens, Esq.  
Employer Panel Member

I (~~concur~~) (do not concur) with the above Award

Date: 12/10/03

  
\_\_\_\_\_  
Anthony V. Solfaro  
Employee Organization Panel Member

## HEALTH INSURANCE

The Town seeks to have police personnel contribute fifteen (15.0%) percent of the cost of health insurance premiums, and that such contributions shall continue after the officer retires. The Union opposes this proposal.

### Position of the Town

The Town asserts that health insurance costs are constantly on the rise. It states that the 2001 costs for MVP are approximately 9.6% higher than the year 2000 costs. In the year 2002, the costs rise 27% and rise an additional 9.8% in 2003. The NYSHIP costs are steadier with average increases of 9.85% in 2001, 10.35% in 2002 and 11.85% in 2003. Supervisor Wilen testified that all employees hired after 2001 have contributed toward the cost of health insurance in other bargaining units. The Town believes that employees in this bargaining unit should also contribute.

The Town points out that Town of Lloyd employees pay 15% toward their health insurance coverage, Saugerties employees pay 5% or 10% depending on their date of hire. It notes that employees in the Town of Ulster do not contribute to health insurance premiums, that the Town pays 100% toward its employees' health insurance premiums.

### Position of the Union

The Union argues that the Town seeks to divide employees into distinct groups repeatedly diminishing benefits for newly hired officers without justification. The Union states that the Town ignores the very substantial concessions granted in the prior round of negotiations to avoid this very result. The new administration ignores the "irrefutable evidence that a direct exchange occurred during that round of negotiations to eliminate this issue in the future."

The Union states that the greatly reduced wage schedule which affords the Town permanent substantial savings in several different ways more than compensates for the contribution the Town now seeks to obtain. This effort, according to the Union, violates the very core of the prior agreement.

The Union states that the prior settlement has saved the Town substantial monies which offsets the health insurance premium payment it asks for now. It states that the previous agreement affords the Town savings of approximately \$1,289.00 for the amount not paid in base wages to a top pay officer. The Town derived further substantial savings by implementing recruit pay, delayed longevity receipt, elongated the salary schedule and changed the payment of receiving step increments and longevity from a January 1<sup>st</sup> anniversary date to the employee's actual date of hire with the Town for those hired on or after January 1, 2000.

### Discussion

There is no question that health insurance costs have risen substantially and will probably continue to rise. The Town may continue to seek health insurance premium contributions in the future. However, to the majority, there are several factors that contribute to a decision not to require these employees to contribute towards the health insurance premium, including into retirement. The first is the argument by the Union that it provided concessions to the Town, including the increases and payment of the money agreed to in the last negotiations in order to avoid payment of any health insurance contributions. While that argument may not be applied in perpetuity, it is persuasive at this time, and the value will be examined over time, with respect to the cost of health insurance. The Town is still receiving the benefit of the savings that it received from the recent negotiations. The most important issue of having employees contribute to health insurance premiums, including into retirement, is a major one which is preferably negotiated by the parties in the give and take of the process. The parties will begin negotiating for a successor agreement as soon as this Award is implemented, and this is the appropriate forum for the two parties to discuss the give and take on all issues they seek to be negotiated.

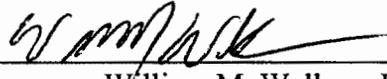
Based on an analysis of all testimony, exhibits and other documentary evidence, the Interest Arbitration Panel makes the following

### **AWARD**

**The proposal of the Town that members of this collective bargaining unit contribute towards the cost of health insurance premiums, and that such contributions shall continue after the officer retires, shall not be adopted.**

I (~~concur~~) (do not concur) with the above Award

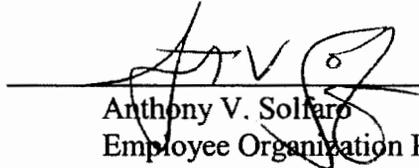
Date: 12.12.03



William M. Wallens, Esq.  
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award

Date: 12/10/03



Anthony V. Solfaro  
Employee Organization Panel Member

**GRIEVANCE PROCEDURE**

Position of the Union

The Union does not oppose the Town's demand to modify Step 3: Arbitration that would provide that only the Union may appeal a decision from the Employer to arbitration.

Position of the Town

The Town's position is that its in an equal partnership with the Union regarding the collective bargaining agreement, and that only the Union should be able to appeal a decision from the Employer on a grievance to arbitration.

Discussion

Based on the above regarding this matter, the interest arbitration panel makes the following

**AWARD**

**The Town's proposal to provide that only the Union may appeal a decision from the Employer to arbitration shall be adopted.**

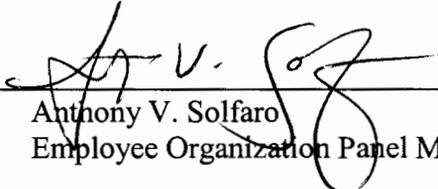
I (concur) (~~do not concur~~) with the above Award

Date: 12.12.03

  
\_\_\_\_\_  
William M. Wallens, Esq.  
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award

Date: 12/10/03

  
\_\_\_\_\_  
Anthony V. Solfaro  
Employee Organization Panel Member

## EMPLOYEE RIGHTS

### Position of the Union

The Union acknowledges that the sections regarding layoffs, attrition, abolishment of positions, abolishment of the police department and retirement incentive had sunset provisions and are no longer applicable.

### Position of the Town

The Town seeks to insure that those sections are no longer applicable and are not enforceable.

### Discussion

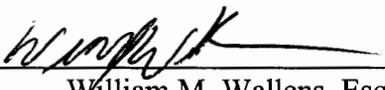
Based on the acknowledgement of the Union and the clear language in the Agreement that the affected sections sunsetted, the interest arbitration panel makes the following

### AWARD

**The Town's proposal to delete the sections regarding attrition, abolishment of positions, abolishment of the police department and retirement incentive shall be adopted.**

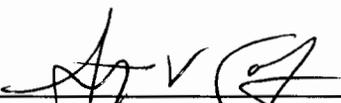
I (concur) (~~do not concur~~) with the above Award

Date: 12.12.03

  
 \_\_\_\_\_  
 William M. Wallens, Esq.  
 Employer Panel Member

I (concur) (~~do not concur~~) with the above Award

Date: 12/10/03

  
 \_\_\_\_\_  
 Anthony V. Solfaro  
 Employee Organization Panel Member

As stated above, those issues presented by the parties that are not contained in this OPINION AND AWARD were also carefully considered by the Public Arbitration Panel, but are remanded back to the parties for further negotiation, and therefore no Award is made on those matters.

Date: 12/22/03

Respectfully submitted,



Peter A. Prosper  
Public Panel Member and Chair