

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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

OPINION & AWARD

THE TOWN OF COLONIE

-and-

COLONIE POLICE
BENEVOLENT ASSOCIATION

PERB Case No. IA2006-011;M2005-279

PUBLIC EMPLOYMENT RELATIONS Bd.
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CONCILIATION

Before Interest Arbitration Panel:

Thomas N. Rinaldo, Esq., Chairman

James W. Roemer, Jr., Esq., Public Employer Member

Paul E. Davenport, Esq., Employee Organization Member

The New York State Public Employment Relations Board, pursuant to the New York Civil Service Law, Section 209.4, designated the Chairperson and the Public Employer and Employee Organization Panel Members on August 23, 2006, in this proceeding.

A hearing was held in Colonie, New York on January 10, 2007. Appearing on behalf of the Town of Colonie ("Town") was the law firm of Roemer Wallens & Mineaux, LLP by Elayne G. Gold, Esq., of counsel, and on behalf of the Colonie Police Benevolent Association ("PBA") was the law firm of Lombardi, Walsh, Wakeman, Harrison, Amodeo & Davenport, PC, by Richard P. Walsh, Jr., Esq.

At the hearing, the Parties were given a full opportunity to produce witnesses and present documentary, video, and other evidence in support of their respective positions, as well as the opportunity to cross-examine witnesses appearing on behalf of the Parties. This Opinion and Award constitutes the results of the Panel's consideration of the evidence presented within the context of the criteria set forth in Section 209.4 of the Civil Service Law. Before issuing this Opinion and the Award, the Panel met in executive session on May 11, 2007 and July 6, 2007 and engaged in substantial deliberations.

Specifically, it is noted that the evidence presented by the Parties and the Authority was considered against the criteria set forth in Section 209.4 of the Civil Service Law, including, but not limited to a comparison of wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions; the interest and welfare of the public and the financial ability of the public employer to pay; the peculiarities in regard to other professions such as hazards, educational qualifications, training and skills; and the terms of collective agreements negotiated between the Parties in the past providing for compensation and fringe benefits.

PARTIES' PROPOSALS

PBA PROPOSALS

1. Salary:
 - (a) 2006 - 3% + (1.75% Expanded Duty Concept)
 - (b) 2007 - 3% + (1.75% Expanded Duty Concept)
2. Longevity - Change from \$120 per year after 5 years to \$200 per year after 5 years (See attached Longevity Sheet)
3. On Call:
 - (a) Detectives will go from \$2 per hour to \$3 per hour
 - (b) Traffic Safety and Forensics - Go from \$2 to \$3 per hour and go from 73 hours per week to 91 (includes Tues. & Wed.)
 - (c) Detective and Traffic Sergeants go from \$2.50 per hour to \$3.50 per hour and to be paid for 91 hours per week instead of 73
4. Educational Incentive - Each employee who has an Associate Degree will receive a bonus in the month of December of each year of \$250

For a bachelors Degree its \$500 per year

For a Masters Degree its \$750 per year
5. F.T.O. pay will increase from \$15 per day to \$25 per day
6. Court Time - All Court time should be paid at time and one half with a 3 hour minimum at time and one half.
7. Language:

- (a) Pp. 10 of Contract - Move forensics from division wide seniority.
- (b) 207-c - An officer on 207-c is entitled to keep his health insurance coverage for both himself and, if applicable, his family. The officer on 207-c is also entitled to use the grievance procedure.

TOWN'S PROPOSALS

1. Article 9, Health Insurance (p. 3)

Revised the first paragraph to read as follows:

The Town will contract with the Capital District Physician's Health Plan (CDPHP) for its health insurance benefit known as Premier 20 with drug rider \$___/\$___/\$___, and will provide each full-time employee with individual, two-person, or family plan coverage as may be appropriate without cost to the employee. The Town will also offer the New York State Health Insurance Program (NYSHIP) to each full-time employee. The Town's share of the premium cost for NYSHIP shall be limited to that which it would have paid had the employee enrolled in the CDPHP program. Changes in plan design by the carrier are outside of the Town's control and carry no liability to the Town. The Town may change either of these plans provided that any substituted plan is equivalent to the benefit level of these plans as of the date of change (i.e., practicality may require that certain benefits may be reduced; however, other items may be improved thus maintaining the overall level of coverage).

1A. Article 9, Health Insurance (p. 3)

Effective January 1, 2006, members of the bargaining unit shall contribute toward health insurance premiums using the following formula:

One percent (1%) of base wage rate for individual coverage

One and one-half percent (1 1/2%) of base wage rate for two-person coverage.

Two percent (2%) of base wage rate for family coverage

1B. Article 9, Health Insurance (p.3)

Effective January 1, 2006, members of the bargaining unit shall contribute toward health insurance premiums by contributing fifteen percent (15%) of the total premium cost.

BACKGROUND FACTS

The most recent version of an expired Collective Bargaining Agreement between the Parties covered the period January 1, 2003 through December 31, 2005. After negotiations, impasse, and mediation, the PBA filed a petition for compulsory interest arbitration dated June 22, 2006. The Town filed its response on July 7, 2006. Thereafter, PERB, in an August 23, 2006, letter from its Director of Conciliation, designated the Panel herein as the Public Arbitration Panel in this proceeding.

Prior to the commencement of the instant proceeding, the Parties reached a tentative agreement reflecting a negotiated increase in on-call pay, field training officer assignment pay, court time/attendance pay, and longevity. The negotiated increases amounted to an additional 1.43% above current monies that are received by members of the PBA. It was the Parties' tentative agreement that this 1.43% of "new money" would be taken into account by the Panel and that wage adjustments, in this context, would be inclusive of the "new money."

During its deliberations, the Panel in order to arrive at an unanimous agreement arrived at an understanding that the tentative agreement would be scrapped.

According to the record evidence, the PBA is the exclusive bargaining agent for all Police Officers, including those assigned to the Investigative Division, Sergeants and Detectives. As of January 3, 2007, there were approximately 91 Officers in the bargaining unit.

According to the record, the Town's population was 79,258 set forth in the 2000 census. The Town has five other bargaining units, some of which have 2006 contracts in place. Non-bargaining unit employees of the Town have wage adjustments, which for some include a wage freeze, in place through fiscal 2007.

The budget narrative for the Town in 2006 included the following general description:

The total budget for 2006 is \$76,687,145 which is a 4.4% increase over 2005's budget of \$73,424,258. The majority of this increase (61%) is due to escalating pension costs of 1,610,295, energy-based items totaling \$45,600 and health insurance premiums of \$200,000.

For 2007, the budget narrative stated as a general overview:

The total budget for 2007 is \$79,471,131, which represents a 3.6% (2,783,987) increase over the 2006 budget of \$76,687,145. The majority of this increase is due to the continued escalating costs of storm water management mandates and other highway related expenses attributed to the A Highway Fund totaling 1,157,624 (41.6%), employee benefits of approximately \$1,042,433 (37.5%), and energy-based items totaling \$450,000 (16.2%). Additionally, there recently has been a non-budgeted Albany County Election Fee imposed on the Town totaling \$222,616 (8%).

Finally, by way of background, it can be noted that the Town is in the Capital District Region and is a suburb of Albany. The Albany airport is located in the Town and there are several large shopping centers. Members of the PBA patrol a densely populated area that clearly presents a number of significant challenges and hazards to the Officers.

POSITION OF THE PBA

The PBA maintains that its demand of a 4.75% salary increase is justified. It claims that the record evidence establishes that, among the comparable municipalities of the Towns of Bethlehem, Glenville, Guilderland, Niskayuna, and Rotterdam, the average salary increases have been 4.03% in 2006 and 4.02% in 2007. Further, the PBA asserts, these municipalities also increased benefits in the form of longevity payments, on-call stipends for division commanders, and increased vacation time.

The PBA acknowledges that it has been in the past one of the highest paid labor organizations in the geographical area, but contends that raises its members have received “have been rewards for a highly successful scandal free department.” This observation prompts the PBA to observe that, not only salary, but the annual percentage increase departments have received should be analyzed. It is the PBA’s position that, if its members “fall in rank” regarding comparable salaries, the result “would be a blow to the pride” of the PBA, given “their top ranking with being the best department in the area.”

Salary increases are also justified, the PBA argues because they will allow its members to address the constantly rising costs of living in the Town. In this regard, the PBA asserts that the record establishes that, during the past three years, the salary increases received by PBA members are below the annual rise in the cost of living. The PBA also identifies housing prices in the Town, noting that they have risen 47.7% in the past three years.

The PBA also points to a study that was conducted by Kevin Decker of comparable Towns throughout the State, reflecting that the “five urban towns” comparable to the Town are Ramapo, Tonawanda, Poughkeepsie, Greece, and Cheektowaga. As to these Towns, the PBA notes, the average salary increase for 2006 was 3.38% and for 2007 3.32%. Also various of these municipalities, the PBA observes, increased benefits for officers in the form of longevity pay, shooting incentive, pre-shift briefing compensation, increased on-call pay, and an increase in comp. time accumulation. These municipalities, the PBA further notes, pay 100% of the insurance premiums for veteran officers.

PBA makes mention of the fact that, since September 11, 2001, the PBA its members investigate various felonies and major traffic accidents and perform evidence collection and testing for the Village of Menands and that members of the PBA have increased responsibilities regarding DNA testing. The PBA also identifies its proximity to the City of Albany, the Albany airport, large scale shopping centers, and asserts that its members “are faced with a substantially greater threat to terrorist attacks than other ‘comparable’ town

listed by either side.” The PBA notes that its special services team was obliged to complete a plan of response in the event of a terrorist attack including mass casualties at the Colonie Center Mall. According to the PBA, its participation in Operation Safeguard is also an expansion of departmental duties because of post 9-11 concerns.

Adding to the extra duties of the department, the PBA maintains, is a need to be mindful of the 60 registered sex offenders living in the community. Other “protective measures” the department faces are unique, according to the PBA, as seen in the training needed to operate Automated External Defibrillators. Hence, the 1.75% expanded duty pay, in addition to the 3% salary increase, the PBA argues, is fully justified by the responsibilities of PBA members.

The PBA also asserts that the Town has the ability to pay these salary increases. It acknowledges the testimony of Kevin Decker that serious fiscal issues have confronted the Town were due to poor management and decision-making. Nevertheless, the PBA asserts, the year 2007 saw positive growth, and there is ample evidence that the Town’s “economy is very healthy.” It notes that the Town has the largest real property tax base among local towns as well as the highest taxable real property per resident. The Town’s tax base, the PBA notes, is also growing. The PBA also claims that the testimony of Mr. Decker and the Town Comptroller was to the effect that, because of an underestimation of sales tax revenues, there will be an additional \$720,000 available for the 2007 budget. The PBA contends that this amount of money is more than sufficient for the proposed 4.75% salary increase.

Moreover, according to the PBA, if there is perception that there is additional monies needed by the Town to fund the increase, the Town has a “ample tax base” with a low tax rate that could be utilized.

On the health care issues, the PBA asserts that no changes should be made at this time to the health care plan. It notes its understanding of the record that the only expert testifying regarding health insurance was John Johnson. This witness, according to the PBA, offered the opinion that the most effective approach to keeping health care costs down would be by either changing benefits offered or by raising co-pays. The PBA claims that an acceptance of the approach endorsed by Mr. Johnson would allow for the creation of a health insurance package that “could be offered at no cost to members.” The PBA also notes the testimony of Town Comptroller Caponera who testified that the Town has hired a specialist to analyze the Town’s health insurance and that this individual has not yet submitted a report. According to the PBA, the Town Comptroller testified that the Town would not be prepared to make any changes in health insurance until receiving the report of this expert. Thus, the PBA proffers that changes to the health insurance offered to PBA members should not be made at this time but should be delayed until the start of the next round of negotiations, which soon will occur.

The PBA argues, in the alternative, that if health care contributions are to be required, only newly hired employees should be required to contribute and then only a percentage of the salary and not a percentage of their premium. The PBA claims that the other Town

bargaining units have agreements with the Town whereby only newly hired employees are required to contribute toward the cost of health insurance.

Finally, the PBA asserts that the language of Article 9 should not change. This portion of the Contract, the PBA notes, requires the Town to enter into health insurance contracts with specified plans and further provides that the plan can be changed only if a substitute plan is “equivalent”. In this regard, the PBA relies on a recent arbitration award by Arbitrator Doyle and requests that this insurance “clause ... be left alone” to allow “the Town to bargain about its removal at any upcoming negotiation.”

POSITION OF THE TOWN

The Town observes that most of the Police budget comes from the Town’s General Fund and that both its Comptroller and the Union financial expert, Kevin Decker, agreed that “significant” changes have occurred to the General Fund and the Town’s overall Fund balance since fiscal 2003. The Town asserts that a number of reasons for the deficits in the budgets are due to circumstances beyond the control of the Town. It notes the rise in pension costs, health insurance costs, utility costs, highway costs, and unanticipated storms. Further, the Town maintains that, since 2001, taxes have increased and the Town has also been required to utilize revenue anticipation notes. The Town further observes that Moody’s has downgraded the Town’s bond rating three times since 2003 and twice in 2006.

According to the Town, a correct understanding of the record leads to the conclusion that the comparable communities of the local Towns of Bethlehem, East Greenbush, Glenville, Guilderland, Niskayuna, North Greenbush, and Rotterdam are more suitable than the comparables offered by the PBA that look outside the local area. The Town claims that its “Municipal Characteristics Comparables” reveals that the local towns identified are wealthier than the Town of Colonie. The Town argues that it must be considered “inconceivable that towns as far away as those in Erie or Westchester County ... can ever be said to be ‘comparable’ to the Town of Colonie, located in Albany County.”

Turning to the PBA’s wage demands, the Town reminds the Panel that it must take into account the fact that it has already provided new monies to the PBA that amount to 1.43% of the 2005 payroll. It observes that, in fiscal 2005, the Town’s comparables had an average wage for a five year officer of \$55,175.00, far below the Town’s five year wage at \$60,829.00. The Town observes that the same conclusion can be drawn if officers with ten years of service were taken into account. In fiscal 2006, the Town notes that, even if it maintained the 2005 wage levels, it would still exceed the average wage paid to officers at five and ten years; the same holds true in 2007, the Town further observes. The Town also notes that, if the Panel does award a wage adjustment, PBA members will “continue to maintain their higher earnings, vis-à-vis their brother and sister officers in the comparable communities.”

The analysis offered by Kevin Decker on behalf of the PBA, the Town argues, would

not provide a significantly different outcome if the “disproportionate wage in Ramapo” and “the lowest wage (Tonawanda)” are eliminated. Moreover, the Town states that, in 2006, the non-bargaining unit employees in the Town received a wage adjustment of 2.5% while the CSEA bargaining units received a 3.0% increase. Non-bargaining unit employees in 2007, the Town notes, received a 2% raise while department heads received a 1% wage and elected officials received no change in pay.

The Town also argues that its financial expert and the Union’s financial expert identified the significant fiscal problems facing the Town. The Town hastens to add that its does not claim an inability to pay but nevertheless argues that any adjustment to wages awarded by the Panel “must take into account ... the past operating deficits; the rising costs of Town operations; and ... the 1.43% in new money already agreed to be paid to the employees, beginning in fiscal year 2006.”

The Town additionally claims that no documentary support was brought forward by the PBA to support its request for an additional 1.75% for expanded duty pay. According to the Town, none of the comparable communities, based on the record evidence, pay for “expanded duty.”

Regarding its proposals, the Town observes that, at present, two health insurance options are available for Town employees: CDPHP and NYS Empire Plan. The Town notes that PBA members are enrolled in CDPHP. Under this Plan, the Town further observes, prescription drug levels changed in 2005 and, based on arbitral awards, the Town was

required to self-fund the difference between the new CDPHP levels and what was in place in 2004. In 2007, the CDPHP prescription drug costs, the Town notes, are set forth in three tiers: \$10-generic; \$20-brand; \$35-formulary. The Town observes that its proposal #1 seeks to detail the current 2007 levels and to address what the Town perceives to be “the inequity of the Arbitration decisions mandating that the Town reimburse the employees for Carrier increases not sought or directed by the Town.”

The Town also observes that its proposal # 1 is set forth in the alternative by means of proposal 1A and 1B. Proposal 1A, the Town notes, seeks employee contribution toward health insurance on a percentage of base wage, whereas proposal 1B seeks a contribution based on a set percentage of health insurance premiums paid by the Town. A review of the Town’s comparables, according to the Town, discloses that all have some form of negotiated employee contribution toward health insurance, although none are based on a percentage of base wage.

DECISION

The Panel would note that various proposals made by the Parties were, in effect, withdrawn. The proposals before the Panel thus include those quoted above. To the extent that any proposal is not addressed, and as to all items other than those specifically addressed by this Award, the Panel has determined that the “status quo” set forth in the Parties’ 2003-

2005 Agreement will remain in place.

The Panel must, within the context of the statutory criteria, address the following three issues:

1. Comparability;
2. The PBA's Wage Proposals;
3. The Town's Health Insurance Proposals.

Comparability

The Parties' differences on comparability center on the appropriate geographical area to be considered. The PBA advances an understanding of comparability that would include not only the local Towns of Bethlehem, East Greenbush, Glenville, Guilderland, Niskayuna, North Greenbush, and Rotterdam but also extend to the Towns of Cheektowaga, Greece, and Tonawanda in central and western New York and the Towns of Poughkeepsie and Ramapo, downstate. It is the Town's position that only those Towns identified as being in the local area should form the universe of comparability.

In considering all relevant data brought to its attention regarding comparability, including the detailed analysis offered by the PBA's expert, Kevin Decker, in which the Town is compared to local towns and the Towns of Cheektowaga, Poughkeepsie, Greece, Ramapo, and Tonawanda, the Panel concludes that there is no basis to include the latter group of Towns as comparables. The reasons for including local towns are obvious and, the Panel notes, well accepted in interest arbitration proceeding in this State. It is the Panel's

belief that, to go beyond the local geographical area, significant justification is required. Lacking such justification, a Party cannot avoid the criticism that it is “cherry picking” municipalities throughout the State to support its positions. The Panel, therefore, declines to go beyond local towns when it takes into account comparability for purposes of the Award herein.

Wages

The Panel will first treat the PBA’s proposal seeking, in addition to a general increase in 2006 and 2007 of 3% each year, a 1.75% increase in the form of expanded duty pay. As the Panel has observed, PBA members face a number of significant challenges in patrolling the Town, given its population density and businesses. The events of 9/11 and those in its wake have imposed additional burdens on the PBA. It is submitted, however, that the significant hazards and duties faced by members of the PBA are not unique to the Town of Colonie. This observation hardly detracts from the quality of professional services demanded of and delivered by the PBA members. All would agree that the PBA members demonstrate police work at its finest and most professional. Nevertheless, the Panel declines to award expanded duty pay, primarily based on its finding that there has been an insufficient showing of additional duties to justify this category of pay in addition to regular wages and the increases that will be made thereto.

In considering general wage increases, the Panel finds it useful to offer a snapshot of

how the Town compares at the top step patrol salary with 2006 and 2007 raises in the local Towns.

<u>Town</u>	County	2005 Top <u>Step Salary</u>	2006 <u>Raise</u>	2007 <u>Raise</u>
Colonie	Albany	\$62,691	NA	NA
Rotterdam	Schenectady	\$59,315	3.00%	3.00%
Guilderland	Albany	\$58,752	4.00%	4.00%
Niskayuna	Schenectady	\$58,067	4.04%	NA
Bethlehem	Albany	\$57,915	5.06%	5.06%
Glenville	Schenectady	\$55,276	NA	NA
<u>AVERAGE:</u>			<u>4.03%</u>	<u>4.02%</u>

A comparison of wages for year one, five years, and ten years, for the comparables, for the years 2006 and 2007 are as follows:

Police Wages 2006				
Town	Year 1	5 Yr	10 Yr	
COLONIE				
BETHLEHEM	\$51,045	\$58,818	\$62,346	
EAST GREENBUSH	\$41,555	\$51,602	\$53,852	
GLENVILLE				
GUILDERLAND	\$49,731	\$62,585	\$63,654	
NISKAYUNA	\$27,964	\$57,311	\$61,393	
NORTH GREENBUSH	\$40,386	\$47,277	\$51,413	
ROTTERDAM	\$37,528	\$61,794/ 61,094	\$62,394	

Police Wages 2007

Town	Year 1	5 Yr	10 Yr
COLONIE			
BETHLEHEM	\$53,627	\$61,794	\$65,425
EAST GREENBUSH	\$43,009	\$53,408	\$55,658
GLENVILLE			
GUILDERLAND	\$51,720	\$65,089	\$66,200
NISKAYUNA			
NORTH GREENBUSH	\$41,598	\$48,640	\$52,884
ROTTERDAM	\$38,654	\$63,627/ 62,927	\$64,227

In terms of economic and fiscal comparisons, the following two tables are instructive:

PER CAPITA PROPERTY WEALTH
Colonie and Comparables

Local Towns:

Town	2006 Market Value of Taxable Property (\$ Millions)	2005 Population	Taxable Real Property Wealth Per Resident
<u>COLONIE</u>	<u>\$7,094.2</u>	<u>80,975</u>	<u>\$87,609</u>
BETHLEHEM	\$2,765.4	32,903	\$84,046
NISKAYUNA	\$1,774.9	21,454	\$82,729
GUILDERLAND	\$2,852.1	34,710	\$82,168
ROTTERDAM	\$1,875.4	29,082	\$64,488
GLENVILLE	\$1,677.8	28,890	\$58,074

COMPARISON OF COMBINED COUNTY,
TOWN & SCHOOL FULL VALUE TAX RATES
Colonie and Comparables, 2006

Local Towns:

<u>Town</u>	<u>Total Overall Full Value Range</u> (\$ Per Thous)	<u>Weighted Average Rate</u> (\$ Per Thous)
Glenville	\$26.85 - \$35.27	\$31.75
Rotterdam	\$29.65 - \$39.94	\$31.34
Niskayuna	\$26.89 - \$29.85	\$29.42
Bethlehem	\$23.87 - \$25.41	\$25.10
Guilderland	\$21.85 - \$25.04	\$23.85
<u>Colonie</u>	<u>\$20.49 - \$30.04</u>	<u>\$22.16</u>

Based on the foregoing, and all other record evidence, the Panel first states the obvious conclusion that members of the PBA are entitled to a raise. Clearly, the Town, though faced with certain fiscal constraints, has the ability to pay a fair and reasonable wage increase to members of the PBA. The increase, the Panel finds, should be one that continues the salary prominence of the PBA in the comparable universe of local towns.

Accordingly, the Panel awards the Union a 3.25% annual wage increase for each year of the two year period covered by this Award. The Award for 2006 is retroactive to January 1, 2006 and the Award for 2007 is retroactive to January 1, 2007.

As noted, during the Panel's deliberations, the Parties agreed to scrap the tentative agreement that saw benefits increase 1.43%. Included in this now defunct tentative agreement were on-call pay, FTO pay, court time compensation, and longevity pay. It is the Panel's belief that longevity pay is such an integral part of any compensation package and

one that typically is the object of an increase that the Panel should address the question of increasing longevity.

Viewing the comparables of local Towns, one finds the following:

Year	Bethlehem	[2005]	Guilderland	[2006]	Hired After 1/1/04	Colonie	
		Glenville		Niskayuna	Rotterdam	Current	Tentative
1	\$0	\$0	\$0	\$0	\$0	\$0	0
2	\$0	\$0	\$0	\$0	\$0	\$0	0
3	\$0	\$0	\$0	\$0	\$0	\$0	0
4	\$0	\$0	\$0	\$0	\$0	\$0	0
5	\$0	\$0	\$0	\$0	\$0	\$0	0
6	\$0	\$118	\$1,543	\$140	\$0	\$120	\$185
7	\$0	\$235	\$1,543	\$280	\$0	\$240	\$370
8	\$1,150	\$353	\$2,104	\$420	\$0	\$360	\$555
9	\$1,150	\$470	\$2,104	\$560	\$1,300	\$480	\$740
10	\$1,150	\$838	\$2,104	\$700	\$1,300	\$600	\$925
11	\$1,500	\$955	\$2,654	\$840	\$1,300	\$720	\$1,110
12	\$1,500	\$1,073	\$2,654	\$980	\$1,300	\$840	\$1,295
13	\$1,500	\$1,190	\$3,204	\$1,120	\$2,300	\$960	\$1,480
14	\$1,500	\$1,308	\$3,204	\$1,260	\$2,300	\$1,080	\$1,665
15	\$1,900	\$1,925	\$3,770	\$1,400	\$2,300	\$1,200	\$1,850
16	\$1,900	\$2,043	\$3,770	\$1,540	\$2,300	\$1,320	\$2,035
17	\$1,900	\$2,160	\$4,249	\$1,680	\$2,850	\$1,440	\$2,220
18	\$1,900	\$2,278	\$4,249	\$1,820	\$2,850	\$1,560	\$2,405
19	\$2,350	\$2,395	\$4,726	\$1,960	\$2,850	\$1,680	\$2,590
20	\$2,350	\$2,763	\$4,726	\$2,100	\$2,850	\$1,800	\$2,775
21	\$3,600	\$2,880	\$4,726	\$2,240	\$3,400	\$1,920	\$2,960
22	\$3,600	\$2,998	\$4,726	\$2,380	\$3,400	\$2,040	\$3,145
23	\$3,600	\$3,115	\$4,726	\$2,520	\$3,400	\$2,160	\$3,330
24	\$3,600	\$3,233	\$4,726	\$2,660	\$3,400	\$2,280	\$3,515
25	\$3,600	\$3,850	\$4,726	\$2,800	\$3,950	\$2,400	\$3,700
3-Yr Total	\$21,750	\$20,104	\$46,604	\$16,800	\$25,800	\$14,400	\$22,200
5-Yr Total	\$39,750	\$36,180	\$70,234	\$29,400	\$43,350	\$25,200	\$38,850

The above table shows the members of the PBA, contrary to their prominent position in overall compensation, are below all other comparables listed. Given the Panel's finding that the Town has the ability to pay a fair and reasonable increase in longevity, the Panel awards a longevity increase, retroactive to January 1, 2006, in the amounts set forth in "tentative" column in the above table.

The Panel also awards an increase in court time, which is now paid at a four hour minimum at straight time, to be paid at time and a half with a 3 hour minimum at time and a half. The increase in court time compensation is to be effective September 1, 2007.

Health Insurance Issues

The first health insurance issue is Town Proposal No. 1, which seeks to detail the current, 2007 levels of the CDPHP Insurance Plan in which PBA members are all enrolled. The 2007 levels include prescription drug costs that are tiered: \$10 for generic; \$20 for brand; \$35 for formulary (non-preferred). The Town's proposal (Proposal No. 1) was prompted by arbitration awards that occurred after CDPHP made changes in co-pays throughout the plan but in particular changed the inpatient hospital co-pay from \$240.00 to \$500.00. The Town actually maintained the prescription drug co-pay level and it was not the subject of grievances or the arbitration awards. Clearly, the record evidence permits the conclusion that the Town, as with all other public employers, is facing constantly increasing health insurance costs. The Panel believes it both fair and reasonable to afford the Town

some relief from these increasing costs and thus the Panel will award the Town Proposal No. 1, to be effective September 1, 2007.

The remaining health insurance issue involves Town proposals 1A and 1B. Stated in the alternative, both proposals seek employee contributions toward health insurance premiums. Town proposal 1A seeks a contribution based on a percentage of base wage. Town proposal 1B seeks a contribution based on a set percentage of the premium. The record shows that post-2000 hires in other unions who enroll in CDPHP contribute based on the approach set forth in 1A. Non-Union employees, department heads, and elected officials contribute in the manner advanced in proposal 1B.

Turning to the comparables, the Panel notes the following regarding health insurance contributions and prescription drug co-pay.

Health Insurance Contribution
(by the Employee)

COLONIE, TOWN (Article 9)

If employee chooses NYSHIP (as opposed to the CDPHP HMO), the "Town's share of the premium cost shall be limited to that which it would pay for equivalent CDPHP coverage."

Bethlehem (Article 17)

Individual: employee pays 0%
Family: employee pays 15%

East Greenbush (Article 9)

Individual: employee pays 0%
Family: employee pays 20% of the dollar difference between the individual plan premiums and family plan premiums.

Post 1/1/04 Hires: Mediprine Health

Individual: employee pays 15%
Family: employees pays 20%

Empire Plan

Individual: employee pays 20%
Family: employee pays 25%

Post 12/31/06 Hires:

All employees, for either individual or family coverage will pay 30% toward premium.

Glenville (Article XI)

Pre 1/1/91 hires: Town pays 100% individual and family

Post 1/1/91 hires: Employees pays 10% of the monthly premium (all coverage)

Guilderland (Article 12)

Individual: Employee pays 0%
Family: Employee pays 25% of premium

Niskayuna (Article XIII)

Pre 1/1/89 Hires: Town pays 100% (all plans)

Post 1/1/89 Hires: Employee pays 10% of individual or family
Post 1/1/98 Hires: Employee pays 20% of individual or family

North Greenbush (Article XV)

Individual: Employee pays 0%
Family: Employee pays 50% of the difference between
individual and family premium rates

Rotterdam (Article XVIII)

Hired on or before 1/31/04: Employee contributes 5% of
individual or family

Hired after 1/31/04: Employees contribute as follows:

1 st yr of employment:	30%
2 nd yr of employment:	25%
3 rd yr of employment:	20%
4 th yr of employment:	15%
5 th yr of employment:	10%

Health Insurance
Prescription Drug Co-Pay

COLONIE, Town (Article 9)

*Not detailed in CBA

* Currently: CDPHP: \$10/20/35
Empire:

Bethlehem (Article 17)

\$ 5	generic	Note: <u>2005:</u>	CDPHP: 5/25/40
			MVP: 5/20
\$20	brand		BS: 5/20/40

East Greenbush (Article 9)

*Not detailed in CBA

“... the Town will provide all employees with the Prescription Drug Plan Provided for in the Empire Plan and CDPHP.”

Glenville (Article XI, §3h)

CDPHP: \$10/20

BC/BS: \$10/20/30

MVP: \$10/30

The Town will reimburse prescription drug expenditures as follows:

Effective 1/1/05: “Over \$12”

Guilderland (Article 12)

No specific levels detailed in CBA

“All costs, fees and co-pays as are offered on the first day of January 2006 shall be guaranteed by the Employer.”

Niskayuna (Article XIII)

Post 1/1/89 Hires: 10% contribution toward cost
(included with cost of health insurance)

Post 1/1/98 Hires: 20% contribution

Note: In 3/02 the MVP prescription drug card went from \$4/7 to \$5/20 and the Town reimbursed employees for the increase cost; CBA language has not changed.

North Greenbush (Article XV)

*CBA does not detail

Rotterdam (Article XVIII)

\$5/20

It is clear to the Panel that the same fiscal reasons that mandate that the Town obtain relief against the rising costs of health insurance that led to the Panel's Award to the Town of its Proposal No. 1 also justifies an Award that requires employee contributions to health insurance. The percentage of contribution, the Panel finds, consistent with the manner in which a contribution is obtained toward health insurance from other union employees in the Town, should be based on a percentage of base wage rate. Base wage rate for the purposes of health insurance contributions, shall be defined as "the wage rate paid to members under Article 38 of the Collective Bargaining Agreement as modified by this Award, excluding any payments for longevity." Accordingly, the Panel will Award the Town its proposal 1A with modifications, to be effective September 1, 2007, as follows:

The contribution will be based on the following formula:

one-half of one percent of base wage rate for individual coverage

three-quarters of one percent of base wage rate for two-person coverage

one percent of base wage rate for family coverage.

AWARD ON REMAINING ISSUES

As noted above, any items other than those specifically addressed by this Award remain "status quo" as they existed in the Parties' 2003-2005 Agreement.



THOMAS N. RINALDO
Public Panel Member and Chairman

9/17/07
Date



PAUL E. DAVENPORT, ESQ.
Employer Panel Member
Employee organization

9/17/07
Date



JAMES W. ROEMER, JR.
Employee ~~Organization~~ Panel Member

9/17/07
Date