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# Woodbury, Town of and Woodbury Police Benevolent Association (Dispatchers)

## **Abstract**

In the Matter of TOWN OF WOODBURY, Orange County and WOODBURY POLICE BENEVOLENT ASSOCIATION (Dispatchers). FINDINGS OF FACT and RECOMMENDATIONS FOR RESOLUTION. Peter A. Korn, Fact Finder.

## **Keywords**

New York State, PERB, fact finding

**STATE OF NEW YORK**  
**Public Employment Relations Board**  
**Case No. M007-254**  
**September 17, 2008**

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**In the Matter of**

**TOWN OF WOODBURY,**  
**Orange County**  
**and**

**WOODBURY POLICE BENEVOLENT ASSOCIATION**  
**(Dispatchers)**  
-----X

**FINDINGS OF FACT**  
**and**  
**RECOMMENDATIONS**  
**FOR RESOLUTION**

**Peter A. Korn**  
**Fact Finder**

APPEARANCES

For Town of Woodbury

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Michael A. Abitabile, Esq.  
Firm of Jackson Lewis LLP

For PBA (Dispatchers)

Marilyn D. Berson, Esq.

## **INTRODUCTION**

This is the Fact Finder's report in the matter of the impasse between the Town of Woodbury, Orange County ("Town") and the Woodbury Police Benevolent Association (Dispatchers) ("PBA" or "Union"), which are seeking to negotiate renewal terms and conditions of employment for a collective bargaining agreement ("CBA") that expired on December 31, 2005 and continued in effect. The report provides findings of fact and recommendations for resolution of the parties' impasse.

PBA (Dispatchers) in Woodbury consists of a unit with about 10 employees in the Police Department. There are four full-time employees (one Senior and three Dispatchers) and six part-time dispatchers. Full-time staff work a 5/2 schedule, Monday through Friday in a 24/7 operation. Part-time dispatchers work weekends and the days off of full-time employees.

The parties entered into negotiations for a successor agreement in Fall 2005 and exchanged contract demands. The parties met for further negotiation sessions on eight occasions between October 25, 2005 and March 1, 2007. Unable to reach mutual agreement on a final, complete package, the Union filed a Declaration of Impasse on December 18 2007. A mediator was appointed; after one mediation session the parties were unable to resolve their differences. Following the conclusion of mediation, the New York State Public Employment Relations Board ("PERB") appointed the undersigned as Fact Finder on April 18, 2008.

A fact-finding hearing was held on July 8 in Town of Woodbury Police Headquarters. The parties explained their positions, questioned each other and the fact finder sought clarification of certain issues. Following the hearing, the Parties requested an opportunity to submit closing briefs. The final brief was received on August 8 and the record was closed. All material submitted has been carefully examined and these findings and recommendations follow.

## **BACKGROUND**

Some opening comments about the negotiating relationship and history of the parties are essential to understand their positions. We are discussing the renewal of a CBA that expired over 2 1/2 years ago. Despite at least at least eight negotiating sessions and a mediation effort, the parties were not able to come to agreement. During the hearing, it seemed there were several issues underlying the bargaining that tended to impede the ability to find reasonable solutions. These included, on the part of the PBA, a sense of continuing resentment for the Town's objection to the bargaining unit's formation, a sense of the uniqueness of dispatchers that "sets them apart from a typical Town employee.. ." and a belief that the health insurance package arrived at in the initial settlement be considered inviolate. On the part of the Town, was a sense that the small dispatchers' unit should not be the "tail that wags the dog" and that pre-bargaining personnel rules and cut-off dates mandated by the town board be considered a guiding light.

The Parties were asked by the Fact Finder to identify the issues to be the subject of the fact-finding process. The Parties submitted the following thirteen items:

### ITEM

Contract Duration  
Workday, Workweek and Work Schedule  
Base Wage and Longevity  
Overtime, Call-In Procedure and Night Differential  
Compensatory Time  
Sick Leave  
Vacations  
Uniforms and Equipment  
Health Insurance Contributions

Holidays  
Disciplinary Procedure  
Bill of Rights  
Education and Training

The inability to find agreement on these several outstanding issues is straining the bargaining relationship, which is clearly shown in the inability, over the past 2 1/2 years, to negotiate a successor agreement. Each party must show more flexibility or the contract is unlikely to be settled within the context of an acceptable package. The solution may be for both parties to put aside preconceived ideas and identify, in the context of comparability, what is equitable for unit members, the town and its taxpayers.

### **COMPARABILITY**

The fact-finding process depends heavily on comparing the equities in each party's argument with the terms and conditions of employment contained in bargaining agreements of similar units in comparable municipalities in the general geographic area. The parties differed in determining an appropriate set of comparable communities.

Even after 2 1/2 years of bargaining, there is still no agreement on comparable municipalities. The PBA has seen dispatchers in the following jurisdictions as comparables for purposes of wages and benefits: the towns of Cornwall, New Windsor and Tuxedo and the villages of Highland Falls and Monroe. The CBAs for these municipalities were negotiated with either a CSEA bargaining unit or a PBA bargaining unit. The municipalities are geographically proximate to Woodbury. The Town does not object to these union-proposed comparables, but adds the town of Newburgh and the

Woodbury-UPSEU collective bargaining agreement. The Union objects to Newburgh as a comparable because Newburgh dispatchers work a 4/2 schedule rather than the 5/2 schedule worked in Woodbury; Because of this, they say Newburgh dispatchers work a less intensive schedule and PBA-represented dispatchers typically receive wages and benefits more in line with PBA police CBAs. The Union objects to the Woodbury-UPSEU CBA as a comparable because, "... dispatchers are not Town clerical, highway, water or sewer employees." It says that dispatchers do not work a traditional nine to five, Monday to Friday job, with lunch breaks and weekends off, but rather work on a 24/7 schedule, dispatcher duties are so different from other town employees, "...it is unfair to use Woodbury's UPSEU agreement as a basis for comparison."

I find all of the proposed comparables to be acceptable for fact-finding purposes. They are all located in Orange County in proximity to Woodbury, are in the same labor market, facing similar economic and financial issues, and representing similar groups of general service employees. The PBA argument questioning the Newburgh-CSEA agreement because PBA-represented dispatchers typically receive wages more in line with the PBA police officers agreement is dismissed, primarily because the PBA itself submitted as a comparable a similar CSEA-negotiated CBA with Cornwall. The Woodbury-UPSEU is accepted as a comparable because it is the result of a voluntary agreement between the Town and a union representing 90 Woodbury employees, working for the same employer as police dispatchers. This contract shows the willing intent of the town to contract for a standard of wages and benefits and the willing intent of a represented group of employees to accept them.

The Fact Finder determines that the appropriate set of comparables are the towns of Cornwall, New Windsor, Tuxedo and Newburgh and the villages of Highland Falls and Munro, as well as the CBA for the Woodbury-UPSEU.

## **TOWN'S ABILITY TO PAY**

There seems to be a skirmish between the parties about whether the town is arguing an inability to pay. Following a reading of the post-hearing briefs, it is clear that the Town is not contending it is unable to pay to meet the union's demands. It is contending, however, that the town's positions are more "economically reasonable than those of the PBA."

The Town argues that it has successfully avoided budget deficits, but should not be required to pay the Union's "unreasonable and unjustified demands." The Town cites a number of points where it sees economic and financial stress. Given current economic climate and decreased consumer confidence, it believes that sales tax growth will drop significantly. It notes, a relatively large percentage of revenues (72%) from property taxes to provide funding for the General Police Services Fund, as well as major capital improvements that have the potential of costing between \$5.7 million and \$7.6 million, including a new town hall, new courthouse and new water filtration system for the Central Valley Pond. In addition, the town notes budget stress resulting from cost increases for highway department materials and reduction of fund balances.

The PBA closing brief notes that the Town has dropped the "inability to pay" argument and says that such abandonment "is not surprising." It points out from testimony of its expert witness that the town is in "an extremely strong financial condition." with a fund balance of \$725,000 at the end of 2007 in the General Police Services Fund, which finances the dispatchers contract. It also notes that at the end of 2007 the total town fund balance was \$4.2 million, representing 40% of the combined town budgets.

It is noted, specifically, that the general town fund balance at the end of 2007 is significantly greater than the level recommended by the State Comptroller and that the three costly capital projects (Town hall, court facility, filtration system) are normally financed as bond projects and paid over a 10 to 30 year period. The Fact Finder notes that there is no "inability to pay" argument being put forth by the Town and concludes



that the Town has money available for a settlement that is “economically reasonable” and in the interest and welfare of the public, including the members of the collective bargaining unit.

## **ISSUES AND POSITIONS OF PARTIES**

During and after the hearing, over fifty (50) exhibits and post-hearing briefs supported the issues that the parties presented for resolution. The Fact Finder hopes that the parties consider each recommendation on its merits, as well as the totality of the package. This is an opportunity to look forward and consider the merits and equities of a proposed resolution, which is in their mutual interest.

### **Duration of Contract**

The present CBA expired in December 2005 – 2-1/2 years ago – after a three-year life. The Parties have been negotiating, mediating and fact-finding since its expiration. The Union urges that the renewal CBA have a life of two years and expire in December 2007, eight months ago, believing this will synchronize uniformed police and dispatcher negotiations and offer an opportunity to negotiate a second renewal contract. The Town responds that the proposed duration of two (2) years is of such short duration, it is clearly not in the parties’ best interests and would require them to immediately engage in negotiations for another successor agreement without the experience of the first renewal agreement. It contends that the Union has offered no justification for its desire to be synchronous with the Woodbury police officer negotiations and that the parties operate under a first renewal agreement for a “substantial period of time” before engaging in further negotiations. It suggests a four-year agreement expiring in December 2009.

**RECOMMENDATION-- Duration of Contract: This agreement shall be in effect from January 1, 2006 to December 31, 2009.**

*Rationale:* The need to restore stability in the collective bargaining relationship is paramount. A contract period of four years will allow the parties to learn to live and

experience together, as well as look ahead to their next negotiations, rather than continue their stressful relationship.

### **Workday, Workweek and Work Schedule**

At the present time, there are three tours of duty for full-time dispatchers, each running eight hours a day, Monday through Friday. Under the present contract, a full-time dispatcher is assigned to a specific tour of duty upon hire and continues working that tour during employment, unless the Police Chief assigns the dispatcher to a different tour. If a vacancy is created, other dispatchers must seek the approval of the Police Chief in order to change their shift. The PBA proposes that full-time dispatchers bid for permanent tours of duty by seniority, commencing on November 15<sup>th</sup> and being completed by December 1st for the following calendar year. It also proposes that if a vacancy occurs during the year, the vacant position also be bid based on seniority within 10 days notice by the town that the vacancy will be created. The Town opposes this proposal as an infringement upon the Police Chief's right to conduct police business.

. PBA also seeks to amend Article 5 by adding a new provision establishing a "D" shift from 11 a.m. to 7 p.m. on the day after Thanksgiving and Memorial Day, Labor Day and Independence Day weekends to handle the increased workload due to the call volume from Woodbury Commons on those occasions. It notes that a special police detail consisting of five or six officers is established at these times to handle the volume of calls, which, "... tend to get overwhelming." the Town opposes this proposal because it feels the allocation of manpower, should be determined by the Police Chief based on his analysis of need.

**RECOMMENDATION - Workday, Workweek and Work Tours: Full-time dispatchers shall be allowed to bid for permanent tours of duty by seniority, commencing on November 15 and being completed by December 1 of each year for the following year. In the event, a vacancy occurs during the year, the vacant position shall be bid on a seniority basis within 10 days notice that the vacancy is created. The dispatcher with the most seniority shall be selected for the tour being bid upon, unless the Police Chief determines such dispatcher is "not qualified",**

**such determination being subject to the grievance process. Additional manpower for special heavy-duty days shall be at the discretion of the Chief and dependent on Police budget allocations. Employees shall not be responsible for obtaining coverage for requested leave off from their regular tour of duty.**

*Rationale:* Bidding by seniority is an accepted practice among dispatching operations with permanent tours of duty. Of the several PBA comparables, two have rotating tours, while three with permanent tours have bidding by seniority. The Newburgh comparable provides for a combination of bidding by seniority and qualifications, with qualifications being primary and seniority being the tie-breaker. Only Woodbury provides for permanent tours with no bidding. Without a bidding process, there is no way for full-time dispatchers to change their shift when a vacancy occurs, except upon the designation of the police chief, and it is unfair for more senior dispatchers to see a new employee take a preferred tour when they wish to secure the same. While there appears to be evidence that there are especially heavy periods of duty during the holiday season, the determination of whether and when additional manpower is required is one best left to the chief and, at this time, should remain a management function. No contract change for this proposal is recommended. Another management function is properly staffing the operation, including securing and assigning coverage during approved leave periods.

### **Base Wage and Longevity**

The PBA is seeking a two-year contract to allow it to synchronize bargaining with the police officer CBA and proposes that the dispatcher unit receive a 4 ½%-4 ½% increase for 2006-2007. Additionally the PBA seeks to make the longevity schedules in the expired agreement apply to all full-time dispatchers, regardless of the date of hire. The Town seeks a four-year contract (2006-2009) with a 1% annual increase in each of the four years. It proposes no change in the longevity schedule.

The PBA contends that an examination of comparables supports its demands, and that granting its proposed base pay adjustment and the longevity “will allow the dispatchers to retain their current ranking among comparable communities.” It notes that the longer a dispatcher is employed, the worse his/her relative standing becomes since there are no longevity payments for those hired on or after May 18, 1995. It rejects the UPSEU as a comparable, but notes that UPSEU members received a 4% increase for 2006 and a 4 ½% increase for 2007 and that the PBA unit received 5% increases in each of these years.

The PBA does not argue that the town-proposed salary schedule is or will be inferior to those of its comparables, but submits that comparables have received higher percentage base wage increases than those proposed by the Town, that dispatchers should not lose their relative standing, that the Woodbury UPSEU received greater base wage percentage increases and that “to retain experienced dispatchers and to attract quality employees, a strong wage and benefit package is essential.”.

In order to know where we are today, we need to understand where we have been. The previous 2003-2005 CBA provided a substantial base wage adjustment for the dispatching units. Although PBA exhibits do not show wages for 2002, Union Exhibit 4 shows that the starting base wage during 2003-2005 increased by \$5,907 or 22%; the “After 5 Years Salary.” schedule (Union Exhibit 6) indicates an increase of \$7,509 or 22% for the same period. Assuming Tuxedo salaries were increased by 3%/year, by 2005 the Woodbury starting salary was approximately 112% of the average of comparables and the “after 5 years, salary” was 119% of comparables . This is the base from which the parties are negotiating for the new contract period.

The table below was created using the exhibits submitted by PBA and making trending estimates where necessary. It shows that for the period 2005-2008, covering the first three years following the previous CBA, the average annual pay adjustment for dispatcher, including longevity, ranged between 3.47% and 4.18%.

11.1- AVERAGE ANNUAL SALARY INCREASE 2005-2008

<u>Schedule*</u>	<u>2005</u>	<u>2008</u>	<u>% Inc.</u>	<u>Ave. Annual Inc.</u>
Starting	29,358	32,415	10.4%	3.47%
After 5 Yrs.	34,927	39,090	11.9%	3.97%
After 10 Yrs.	38,036	42,443	11.6%	3.7%
After 20 Yrs.	42,280	47,585	12.5%	4.18%

\* For Starting/5/10/20 a 3% increase was estimated where there was no CBA.

The 2005 Woodbury salary (without longevity) exceeds the estimated 2008 average comparable salary (with longevity) in only two of the four pay categories. However, this

is below the “% of Average” Woodbury dispatchers were in 2005, the year concluding the last CBA, especially for more senior dispatchers. This is also shown in the last column below:

11-2-WOODBURY 2005 AS % OF COMPARABLES AVERAGE - 2008\*

	<u>Woodbury 2005</u>	<u>Average 2008</u>	<u>2008: % of Ave.</u>	<u>2005 % of Ave.</u>
• Starting	32,843	32,415	101%	112%
• 5 Years	41,683	39,090	107%	119%
• 10 Years	41,683	42,443	98%	110%
• 20 Years	41,683	47,585	88%	117%

\* Data extracted from Union Exhibits 4-9. For “20” only, 4 comparables with 2008 contracts were used and data insufficient for reliability. 10-Year data with more comparables is more reliable.

To summarize, the above tables show that the first CBA between the Parties had the effect of moving Woodbury to the upper range of comparable dispatcher pay rates. This appears to have been brought about by the 22% pay adjustment in the first CBA. In 2005, the last year of the first CBA, Woodbury dispatchers were paid between 110%-119% of comparables, even without a longevity pay supplement. Over the next three years, comparables provided pay adjustments for their dispatchers of between 10.4%-12.5%, allowing for estimated increases. By 2008, Woodbury paid between 88%-107% of average with longevity pay included and before any new collective bargaining wage adjustment is made. (Ex. 11-2 above) By no means is this 2008 differential extraordinary and it leads to the conclusion that Woodbury today falls behind in comparability as years in service increase and is not as well ahead as it was in 2005. It is fair to say that Woodbury dispatchers are not as competitively paid today as in 2005, before any new wage adjustment is made, and have lost some of their gains over the past 3 years as others have improved their positions.

**RECOMMENDATION --Base Wage and Longevity: The base wage schedules shall be increased as follows:**

	<u>Starting</u>	<u>Steps 2-6</u>
<b>Effective January 1, 2006</b>	<b>1%</b>	<b>3.50%</b>
<b>Effective January 1, 2007</b>	<b>1%</b>	<b>3.50%</b>
<b>Effective January 1, 2008</b>	<b>1%</b>	<b>3.50%</b>

Effective January 1, 2009

1%

4.00%

**Pay adjustments shall be retroactive to the dates shown. If the town finds it necessary to hire a full-time employee at a salary rate greater than the existing lowest paid salary rate for the title, lower paid incumbent full-time employees shall be raised to the new higher salary rate established. No change is proposed in longevity payments.**

*Rationale:* The Town argues emphatically that its starting dispatcher salary is considerably higher than comparables. It claims that its proposal for increases of 1% each year over a four-year period, would allow it to “maintain a higher starting salary than any comparable community. . .” Since it is the Town’s responsibility to recruit staff to fill vacancies, the Town should be given an opportunity to recruit under its 1% annual increase wage proposal for Starting step. This will also provide a significant pay adjustment for new dispatchers who complete probation and move up to Step two. This should have no effect on incumbent employees. The wage increases proposed for the balance of the salary steps will enable bargaining unit members to be competitive, fairly paid and comparable to nearby communities. No longevity change is recommended because (1) the most significant comparable for a general benefit, the larger UPSEU unit , does not have a post-5/95 longevity allowance and its contract was freely negotiated, and (2) the proposed dispatcher wage rates compare favorably with comparables where longevity has already been included in average pay rate calculations, as shown below:

13-1: WOODBURY 2008 WAGE VS. COMPARABLES 2008 AVERAGE WAGE\*

<u>Schedule</u>	<u>Woodbury 2008+</u>	<u>Comparables 2008</u>	<u>W. as % of Comparables</u>
Starting	33,838	32,415	104%
5 Years	46,214	39,090	118%
10Years	46,214	42,443	109%
20 Years	46,214	47,585	97%

\* Note: No bargaining unit members are at Starting Rate or 20-Years. “Comparables 2008” includes Longevity payments. Data extracted from PBA exhibits.

+ An additional 4% to be added in 2009.

**Overtime, Call-in Procedure and Night Differential**

The PBA has proposed language to clarify the existing overtime rotation policy. Under this proposal, overtime would be offered on a rotating schedule based on seniority. This appears to be the first paragraph of the PBA proposal under Article 7. In its post-hearing brief, the Town has agreed to this proposal. There is no need for a recommendation from the Fact Finder. The PBA has also demanded that the night differential for the “A” line be increased from 1% to 4.5% and the “C” line be increased to 2.5% of base salary. The PBA argues that the existing differentials are below the rates paid in comparable communities. It contends that the night differential compensates employees who serve in difficult hours to work--late night--and which disrupt normal family life. The Town responds that the PBA provides “no justification” for this increase. It notes that Woodbury dispatchers are assigned to permanent tours, thus “eliminating the need for night differential in the first place”, and only one other comparable provides a night shift differential for the “B” line. The Town seeks to “maintain the status quo” and says there is no reason for this change.

**RECOMMENDATION -- Overtime, Call-In Procedure and Night Differential:**  
**Night differential shall be adjusted as follows:**

<u>Effective Date</u>	<u>“A” Line</u>	<u>“C” Line</u>
January 1, 2007	50¢/hour	25¢/hour
January 1, 2008	60¢/hour	30¢/hour

*Rationale:* There is some merit in the PBA argument that the “A” and “C” lines keep a dispatcher away from the family and seem to disrupt the body’s biological clock. Regardless, these tours are generally less desirable than the “B” line. A rough calculation of the present night differential indicates that in 2008 for the “A” line it will be worth about 44¢/hour and for the “B” line it will be worth 22¢/hour. All of the comparables use an hourly rate in calculating the night differential. This may well be to the benefit of a newer employee who may be assigned to the “A” line and whose salary will be lower than more senior dispatchers. Those comparables that have a differential for the “A” line have rates of between 50¢-\$1 00/hour and the differential for Woodbury is set accordingly. Most of the comparables have no differential for the “C” line and only a minor change to an hourly rate is recommended for this line.

### **Compensatory Time**

The PBA seeks to increase accrued compensatory time from 80 hours to 120 hours and allow dispatchers to carry the time forward. Presently, dispatchers can accrue 80 hours, and once those hours are earned the employee is prohibited from accumulating more time. Unused time is paid out at the end of the year. The town responds that this proposal is “unreasonable and unnecessary”. It cites PBA Exhibit 23 as demonstrating that Woodbury allows more compensatory time accumulation than any of the comparables submitted and that three of the comparables provide no compensatory time.

### **RECOMMENDATION-- Compensatory Time: No change in compensatory time accumulation is recommended.**

Rationale: Not only do the PBA-suggested comparables have fewer hours of allowed accumulation, but both the Woodbury UPSEU CBA and the Town of Newburgh CBA also provide for up to 40 hours of accumulated compensatory time. There appears to be no basis for an adjustment in this benefit at this time.

### **Sick Leave**

The PBA seeks to provide that sick days in the first year of employment be available for use by full-time dispatchers on the first day of each month, rather than the last day of each month, as at present. It contends that this change will only affect a new employee in the first month of hire and that over the course of an entire career, the net effect of granting this proposal is the placement of one sick day in the first month of hire. In addition, the PBA proposes increasing the number of sick days an employee can accumulate to 150 days from the current 75 days for employees hired after May 18, 1995. The PBA claims that Woodbury dispatchers are allowed to accumulate the lowest number of sick days of any of the PBA’s comparable communities. It notes that sick days are an insurance policy against catastrophic illness, and that capping the accumulation amount at 75 days penalizes them and encourages employees to use sick time at an early stage since it is lost, if not used.

The Town responds that the PBA proposal for sick leave accrual is inconsistent with accrual policies throughout the Town and in comparable jurisdictions and that it is



common for employers to require at least some waiting period before sick leave begins to accrue. As to the Union's proposal regarding increasing sick leave accumulation, the Town claims that the Union has offered "no legitimate explanation for this proposal" other than to make it consistent with the Police CBA. It claims that the accumulation proposal carries with it a significant financial burden and will double the Town's sick leave payout liabilities upon an employee's separation from employment.

**RECOMMENDATION-- Sick Leave: No change is recommended in the procedure for crediting sick leave. Effective January 1, 2009, full-time dispatchers entitled to accumulate sick leave and bargaining unit members at the time of ratification of this agreement shall be allowed to accumulate such leave up to a maximum of one hundred and twenty (120) days. Days accumulated in excess of the first forty-five (45) days may be paid to the employee or applied to early retirement, as at present. The first forty-five (45) days may only be applied to early retirement.**

*Rationale:* The change in procedure crediting sick leave seems to have no basis except to make it consistent with the Police CBA. No other comparable is offered. For this reason, the procedure should remain consistent with that of other city employees. The PBA argument that "Sick days are an insurance policy against a catastrophic illness." has weight. All of the comparables, including the town of Newburgh, have sick leave accumulation limits far in excess of the 75 days allowed full-time dispatchers hired after May 18, 1995. This adjustment is focused on providing better protection in the event of a catastrophic illness while working – not cash payout – and, because of the recommended limit on cash payout at retirement, should not increase the financial burden on the Town.

### **Vacations**

The PBA seeks to make adjustments to the vacation schedule by crediting vacation leave at the start, rather than the completion of years 1, 5, 10 and 20 and also by increasing the vacation credited at ten (10) years to 25 days, rather than 20 days. The PBA notes that dispatchers perform in a high stress and demanding environment that, because of their 5/2 day tour and no holidays off, limits their opportunity for vacation time. They propose also that dispatchers be required to work six months before using any time and also note that the vacation benefit is the same as that was provided before the bargaining unit organized and there have been no improvements in the vacation benefit since at least 1999.

The Town objects to the provision entitling employees to take vacation at the *beginning* of each year because it would “theoretically” allow a new full-time dispatcher to take 10 days vacation before his or her first day of employment. It also notes that three other comparables require employees to complete one year of service before entitlement to any vacation time. It asserts that the dispatcher vacation schedule is identical to that given employees covered by the UPSEU CBA. And there is “simply no reason to create an unnecessary distinction among the Town’s employees.”

**RECOMMENDATION-- Vacations: There should be no change in the method of earning and accruing vacation credits. However, full-time dispatchers shall be allowed to use earned vacation credits after six months of service. No change is proposed in the amount of vacation credited at 10 years.**

*Rationale:* There seems to be little basis in comparables for crediting vacation time at the beginning of each month. However, because of the lack of holiday time off, it is appropriate to allow dispatchers to utilize earned vacation credits at the end of six months of service. As to vacation credited at 10 years, a review of comparables indicates, except for Tuxedo, twenty (20) days is the standard and is also the standard for other general town employees. The Town’s argument that there is “no reason to create an unnecessary distinction among the Town’s employees” somehow fails to recognize that there are now three collective bargaining units requiring individual unit bargaining.

### **Uniforms and Equipment**

The PBA proposes that the shoe/boot payment increase by \$20, from \$80 to \$100. It notes that this payment would be made every two years and the increase would cost the Town \$80 every two years. Dispatchers would still be responsible for costs above \$100. Dispatchers are required under the CBA to wear police shoes or work boots. PBA notes that dispatchers receive no other monetary payment for uniform cleaning or replacement, and that comparables pay annual uniform cleaning and replacement allowances of \$550, \$1,400, \$550, \$750 and \$400. Boots that must conform to department requirements and must be worn every day of work. They also propose that the Senior Dispatcher received a \$500 clothing allowance. The Town objects to all the PBA proposals, noting specifically that \$80 is sufficient compensation to purchase adequate footwear and the

Senior Dispatcher position is currently permitted to wear plainclothes while on duty and is not required to buy any additional clothing.

**RECOMMENDATION-- Uniforms and Equipment: Effective January 1, 2008, the shoes/boot allowance shall be increased from \$80 to \$100. No other change is recommend.**

*Rationale:* This is a recommendation with minimal financial impact and is supported by an analysis of comparables, most of which have significantly greater uniform allowances, even when the municipality provides uniforms. The UPSEU CBA provides that unit members will receive “all necessary uniforms and safety clothing... at no cost to the employee” (including mud boots), and, in addition, provides certain employees with an annual work clothing allowance to buy work clothing not listed.

### **Health Insurance Contribution**

The Town proposes an employee contribution of 25% for both individual and family health insurance coverage. At the present time, the Town pays for 100% of the cost of health insurance coverage. It notes that since 2005, the cost of NYSHIP family coverage has increased approximately 22%, and, in 2008, each family plan will cost \$15,105. The Town contends that “... it is simply a modern reality that employees contribute toward the cost of health insurance.” and cites a number of Union comparables: Cornwall employees contributing 10%; Highland employees contributing \$1500/year for family coverage; New Windsor employees contributing 25% of the difference between the cost of individual and family premiums in the first 10 years of employment. More at home, it notes that the UPSEU CBA requires employees hired after ratification (January 1, 2004) to contribute 20% of the cost of health insurance premiums.

The PBA responds that the health insurance contribution sought by the town is regressive and must be rejected. It notes that it was Town changes in health insurance coverage for non-unionized employees that was the main impetus for dispatchers and other Town

employees to organize and that the PBA successfully negotiated a 100% Town contribution in its first CBA. It cites comparables and notes that Monroe, Tuxedo and Highland Falls dispatchers hired prior to 9/19/07 have no contribution and those hired after contribute significantly less for a shorter time and not into retirement as proposed by the Town. PBA claims the town's financial witness, Ms. Pitt, testified that "insurance cost increases have been declining...". The costs have not been reduced, but as Ms. Pitt testified the *rate of annual increase* was declining and cited a 22% increase in the cost of medical and dental insurance between 2005 and 2008. The PBA concludes that the Town can afford to maintain the status on health insurance, particularly since only three dispatchers are now covered and the fourth has opted out of coverage.

**RECOMMENDATION-- Health Insurance Contribution: Full-time employees hired on or after January 1, 2006 shall contribute 20% of the applicable individual or family premium, but shall not contribute more than 5% of their gross salary/wages while they are on Steps 1 and 2. All such deductions shall be taken through a before-tax plan.**

**For employees hired on or after January 1, 2006 and upon retirement, the Town will pay eighty percent (80%) of health insurance premiums. Such employees, when retiring, may elect to have up to 75 days of unused sick leave, calculated at their then current rate of pay, set aside as a credit bank against future health insurance obligations, rather than taken in cash, and may have one-half of their annual health insurance obligation drawn from the credit bank. Converted unused sick days are inclusive of those provided under the existing sick leave section. At death, the cash value of unused credits shall be paid to the estate of a deceased employee.**

*Rationale:* The survey of comparables is a mixed bag, but, certainly, the trending is toward health insurance contributions by employees. In Cornwall, Highland Falls, New Windsor and Newburgh, employees pay some portion of their health insurance coverage on a continuing or time-limited basis. The most meaningful comparable is the Woodbury UPSEU bargaining unit representing some 90 general employees. All members of UPSEU hired after the ratification of their last CBA contribute 20% of applicable health insurance premiums during employment and after retirement. It is based on this comparable, as well as the general trend in other communities, that this recommendation is made. It recognizes the continually increasing health insurance costs to the town, the need to protect moderately paid unit employees against a heavy initial contribution during their first two years of employment, "grandfathers" all present full-time employees and provides that such contributions be made through a tax-advantaged cafeteria-style plan (sometimes known as an IRS §125 Plan).

For retirees, the overriding comparable is the UPSEU CBA covering general town employees. While retirees originally hired after January 1, 2006 will be required to pay twenty percent (20%) of health insurance premiums, they may elect to reduce their burden by converting up to 75 days of unused sick leave into a credit bank against their future health insurance obligations, rather than have it taken in cash, with resulting tax deductions. From the Town standpoint, this benefit will provide employees with an incentive to build sick leave credits.

**Remaining Issues: Parties have indicated agreement on naming a new arbitrator to fill a vacancy, resolving the disciplinary process issue. The remaining proposals of the parties are denied as unreasonable, unsupportable or not suitable for change at this time. Terms of the expired CBA not recommended for change or alteration should remain in full force and effect.**

Not all CBAs among comparable jurisdictions have to be the same. The parties' continued working relationship is a consideration in avoiding drastic change, even while allowing a trade-off between flexibility and improved pay and benefits. Despite other proposals made by the parties, there is no justification for any further changes in the existing terms and conditions of employment for this bargaining unit.

### **SUMMARY OF RECOMMENDATIONS**

**RECOMMENDATION-- Duration of Contract: This agreement shall be in effect from January 1, 2006 to December 31, 2009.**

**RECOMMENDATION - Workday, Workweek and Work Tours: Full-time dispatchers shall be allowed to bid for permanent tours of duty by seniority, commencing on November 15 and being completed by December 1 of each year for the following year. In the event, a vacancy occurs during the year, the vacant position shall be bid on a seniority basis within 10 days notice that the vacancy is created. The dispatcher with the most seniority shall be selected for the tour being bid upon, unless the Police Chief determines such dispatcher is "not qualified", such determination being subject to the grievance process. Additional manpower for special heavy-duty days shall be at the discretion of the Chief and dependent on Police budget allocations. Employees shall not be responsible for obtaining coverage for requested leave off from their regular tour of duty.**

**RECOMMENDATION --Base Wage and Longevity:** The base wage schedules shall be increased as follows:

	<u>Starting</u>	<u>Steps 2-6</u>
Effective January 1, 2006	1%	3.50%
Effective January 1, 2007	1%	3.50%
Effective January 1, 2008	1%	3.50%
Effective January 1, 2009	1%	4.00%

Pay adjustments shall be retroactive to the dates shown. If the Town finds it necessary to hire a full-time employee at a salary rate greater than the existing lowest paid salary rate for the title, lower paid incumbent full-time employees shall be raised to the new higher salary rate established. No change is proposed in longevity payments.

**RECOMMENDATION -- Overtime, Call-In Procedure and Night Differential:** Night differential shall be adjusted as follows:

<u>Effective Date</u>	<u>“A” Line</u>	<u>“C” Line</u>
January 1, 2007	50¢/hour	25¢/hour
January 1, 2008	60¢/hour	30¢/hour

**RECOMMENDATION-- Compensatory Time:** No change in compensatory time accumulation is recommended.

**RECOMMENDATION-- Sick Leave:** No change is recommended in the procedure for crediting sick leave. Effective January 1, 2009, full-time dispatchers entitled to accumulate sick leave and bargaining unit members at the time of ratification of this agreement shall be allowed to accumulate such leave up to a maximum of one hundred and twenty (120) days. Days accumulated in excess of the first forty-five (45) days may be paid to the employee or applied to early retirement, as at present. The first forty-five (45) days may only be applied to early retirement.

**RECOMMENDATION-- Vacations:** There should be no change in the method of earning and accruing vacation credits. However, full-time dispatchers shall be allowed to use earned vacation credits after six months of service. No change is proposed in the amount of vacation credited at 10 years.

**RECOMMENDATION-- Uniforms and Equipment:** Effective January 1, 2008, the shoes/boot allowance shall be increased from \$80 to \$100. No other change is recommended.

**RECOMMENDATION-- Health Insurance Contribution:** Full-time employees hired on or after January 1, 2006 shall contribute 20% of the applicable individual or family premium, but shall not contribute more than 5% of their gross salary/wages while they are on Steps 1 and 2. All such deductions shall be taken through a before-tax plan.

