Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Fact Finding Reports - NYS PERB

New York State Public Employment Relations Board (PERB)

1-6-2011

Sleepy Hollow, Village of and Municipal Employee Unit, United Federation of Police Officers

Peter A. Korn

Follow this and additional works at: http://digitalcommons.ilr.cornell.edu/perbfact

DigitalCommons@ILR is celebrating its 10th anniversary!
Please share your DigitalCommons@ILR story!

This Article is brought to you for free and open access by the New York State Public Employment Relations Board (PERB) at DigitalCommons@ILR. It has been accepted for inclusion in Fact Finding Reports - NYS PERB by an authorized administrator of DigitalCommons@ILR. For more information, please contact hlmdigital@cornell.edu.

Sleepy Hollow, Village of and Municipal Employee Unit, United Federation of Police Officers

Abstract
In the matter of the fact-finding between the Village of Sleepy Hollow, employer, and the United Federation of Police Officers, Municipal Employee Unit, union. PERB case no. M2009-266. Before: Peter A. Korn, fact finder.

Keywords
New York State, PERB, fact finding

This article is available at DigitalCommons@ILR: http://digitalcommons.ilr.cornell.edu/perbfact/56

STATE OF NEW YORK
Public Employment Relations Board

Case No. M2009-266

January 6, 2011

----------X

In the Matter of

VILLAGE OF SLEEPY HOLLOW,
Westchester County
and

UNITED FEDERATION of POLICE OFFICERS
(Municipal Employee Unit)

----------X

FINDINGS OF FACT
and
RECOMMENDATIONS
FOR RESOLUTION

Peter A. Korn
Fact Finder

APPEARANCES

For Village of Sleepy Hollow

Richard K. Zuckerman, Esq.
Alyson Mathews, Esq.
Lamb & Barnosky, LLP
Anthony Giaccio, Village Administrator

For United Federation of Police Officers

Albert J. Pirro Jr., Esq.
Ralph M. Purdy, U.F.P.O.

INTRODUCTION

This is the Fact Finder's report in the matter of the impasse between the Village of Sleepy Hollow ("Village") and the United Federation of Police Officers (Municipal Employees Unit ("MEU" or "Union"), which are seeking to negotiate renewal terms and conditions of employment for a collective bargaining agreement ("CBA") that expired on May 31, 2009 and continued in effect. The report provides findings of fact and recommendations for resolution of the parties' impasse.

MEU in Sleepy Hollow presently consists of a unit with 3 employees: Recreation Supervisor, Court Clerk and Assistant Court Clerk. Certain other positions previously in the unit have either been abolished or their titles/work schedules changed so that they are no longer in the unit.

The parties entered into negotiations for a successor agreement in June 2009 and exchanged contract demands. The parties met for further negotiation sessions on seven occasions between June 3 and November 30, 2009. Unable to reach mutual agreement on a final, complete package, the Union filed a Declaration of Impasse on December 11, 2009. A mediator was appointed; after three mediation sessions in February/March 2010 the parties were unable to resolve their differences. Following the conclusion of mediation, the UFPO (MEU) requested fact-finding on April 7, 2010 and the New York State Public Employment Relations Board ("PERB") appointed the undersigned as Fact Finder on May 3, 2010. Because of a serious, debilitating injury to the Union attorney and his withdrawal from this matter, the hearing was delayed pending selection of a new attorney by the UFPO.

A fact-finding hearing was held on November 16, 2010 in Sleepy Hollow Village Hall. The parties explained their positions, questioned each other and the Fact Finder sought clarification of certain issues. Following the hearing, the record was closed except for

two items requested by the Fact Finder: the village *in rem* taking list for the previous year and the bond rating. 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 helpful to understanding their positions. We are discussing the renewal of a CBA that expired 1½ years ago. Despite at least seven negotiating sessions and a mediation effort, the parties were not able to come to agreement. During the hearings, it became apparent that the issues related to the structure and viability of the bargaining unit, the ability of the village to finance a settlement at the demand levels of the union, as well as terms and conditions of employment. The present CBA expired in May 2009, after a four-year life. The attachment to the fact-finding petition notes, "The only item agreed upon is a three year contract." The Fact Finder will make recommendations based on this statement for an agreement to be in effect from June 1, 2009 to May 31, 2012.

The Parties advised the Fact Finder that the items submitted to the fact-finding process were in no particular priority listing, but the Fact Finder should make recommendations on those he deemed important, significant or meaningful. The Parties submitted the following fourteen (14) items:

ITEM	By Village	By Union
Compensatory Time		X
Longevity		X
Holiday Allowance		X
Vacation Allowance After 26 Weeks		X
Personal Leave		X
Health Insurance Declination Bonus		X
Dental Insurance Changes	X	X
Redefine Bargaining Unit	X	X
Pay Cycle Adjustment and Allowance		X

Eliminate Retroactive Pay from New Contract	X	
Adjust Overtime Calculation	X	
Salary Schedule - Wages		X

The inability to find agreement on these twelve (12) outstanding issues is straining the bargaining relationship and is clearly shown in the inability, over the past 1½ years, to negotiate a successor agreement. Each party must show some flexibility and realism or the contract is unlikely to be settled within the context of an acceptable package. The solution may be for both parties to identify, in the context of comparability, what is equitable for unit members, the Village 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 within the municipality and in similar units in comparable municipalities in the general geographic area. Neither party challenged the data sets submitted by the opposing party as they related to comparability.

The parties submitted a lengthy list of salaries for positions in a wide variety of Westchester towns and villages, as well as salaries and benefits in the two Village bargaining units. After review, the proper pool for comparability is determined to be, first, the bargaining units within the Village whose labor contracts were freely negotiated and represent the willing intent of the parties. Second, for salary purposes, those municipalities that share common economic and demographic traits within Westchester County and, especially, those of similar population size, to the extent they are known.

The Village highlights, as well, the fiscal constraints on this substantially built-out community. The Village does not plead total inability to pay, but does indicate that it is

unable to afford the demands of the Union. Its exhibits indicate that from FY (fiscal year) '07 to FY '11, appropriations increased by 9.9%, or 2 ½% yearly, while the tax levy increased by 16.6%, or 4.15% yearly. Neither of these rates of increase is extraordinary, although some 70% of the appropriation increase is attributed to debt service obligations and not operations. Of concern, however, is the 2% decline in assessed valuation, a phenomenon seen in many older Westchester communities undergoing redevelopment. The financial condition of the Village can best be summed up in two indicators: bond rating and *in rem* tax foreclosures. The village bond rating was recently set at "A-1", a good rating not significantly different from the previous. In 2010, Mount Pleasant Town tax collector's office reported that six (6) properties (of 1,989 parcels) were delinquent for 2008 taxes, while one parcel of vacant land would go through *in rem* foreclosure for non-payment of 2006 taxes. It can be concluded that while the Village is facing some fiscal problems, its financial condition at this time is not so severe that it can be defined as stressed. To this end, it has been well-managed and this is echoed in the annual independent auditor's reports.

ISSUES AND POSITIONS OF PARTIES

Over seventy-nine (79) exhibits supported the issues that the parties presented for resolution. Some were valuable and others less so. 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.

Compensatory Time

The existing collective bargaining agreement provides that compensatory time may be accumulated to a maximum of fifty-six (56) hours and may not be carried over from year to year. Unused compensatory time is paid to the employee in the last paycheck in December of each year. The Union (MEU) seeks to increase the carryover limit to

seventy-five (75) hours annually. It notes that both the PBA and Teamsters, the only other collective bargaining units within the Village, have a carryover limit of sixty (60) hours annually. The Village responds that there is no reason for change.

Recommendation: Increase the MEU compensatory time carryover limit from 56 hours to 60 hours, the same as the other two bargaining units, effective June 1, 2010.

***Rationale*:** The Union has provided no rationale for increasing its carryover limit to 75 hours, exceeding even that of the PBA and Teamsters. However, the Village freely negotiated a carryover limit of 60 hours with each of these units. It does not seem unreasonable to allow the Union the same carryover limit as that which the Village agreed to with the other bargaining units. Any cost is negligible.

Longevity

The Union seeks to change longevity allowance to the following (alongside is the Teamsters' and PBA longevity for FY '10):

Years of Service	Present	Proposed	Teamsters	PBA
5	$ 350	$ 350	$ 300	$ 950
10	400	500	600	1,325
15	500	750	900	2,075
20	600	1,000	1,200	2,450

Source: Exhibit V-27

The Union argues that the other two municipal bargaining units have substantially better longevity allowances and it seeks to improve its position. The Village responds that there is no reason for such change and that, if implemented, would result in each of the unit members receiving an additional $150/year in each year of a three-year contract, costing $1,350. The Teamsters unit, a non-uniformed group, is the closest comparable; the police unit, subject to interest arbitration, is not.

Recommendation: It is recommended that MEU longevity proposal be accepted and incorporated into the agreement. This would be the following amounts at the noted years of service: (5) $350; (10) $500; (15) $700; (20) $1,000, to be effective June 1, 2009.

Rationale: All three collective bargaining units have had longevity allowances for at least a decade and the Teamsters and MEU allowances remained the same, although for different amounts, with the Teamsters unit receiving slightly larger allowances. In June 2008, the Teamsters unit longevity steps were consolidated from five to four and each step received an increase of between $75 and $300. Increasing longevity steps as recommended above will maintain the relationship between the two non-uniformed bargaining units at little cost to the Village, but with real meaning for the unit members. The annual cost should be about $450/year, based on Exhibit V-28.

Holidays

The Union seeks to add "Employee's Birthday" as a paid holiday, increasing the number of unit holidays from 12 to 13. It notes that both the PBA and Teamsters bargaining units have 13 paid holidays. The Village responds that there is no need for change and that the PBA and Teamsters have always had 13 paid holidays, one more than the MEU (Exhibit V-29). The estimated annual cost for this demand is $983 (Exhibit V-30).

Recommendation: No change is recommended.

Rationale: This seems to be a "me-too" demand, made only because the other two village bargaining units have the benefit. The Union has highlighted the fact that their employees are underpaid compared to outside comparables and the other two village bargaining units' memberships. This demand for an additional paid holiday has no real cash value to the unit members and its denial maintains the existing relationship between the units. Considering their oral arguments, it does not appear a high priority. This is not the time to change this benefit.

Vacation after 26 Weeks

Full-time employees receive paid vacation of 10 working days after one year of service. The Union seeks to have employees in their first year of employment receive five days of vacation leave after 26 weeks of continuous work. They note that the PBA bargaining unit has this benefit and that the time has been earned by MEU unit members. The Village notes that the PBA and Non-Bargaining group are allowed to take vacation after six months of service. The Union also seeks to increase the accrual rate after ten (10) years of service by one day for each year of service.

Recommendation: MEU members should be allowed to schedule earned vacation after 26 weeks of continuous service. This should be effective June 1, 2010. No change in the vacation accrual rate after ten (10) years of service.

Rationale: The Union seeks to allow employees with 26 weeks of continuous service to schedule up to five days of vacation, hastening the availability of the already earned benefit. The Village has not cited any reason why such a change could not be administered. The Union also seeks one additional day of vacation for each year after ten (10) years of service. There is no real explanation of the importance for this demand, except that the Teamsters have a one-day increase in the accrual rate every two years after ten (10) years. It would yield no ready cash for unit members. It is noted that the MEU has the least generous vacation leave benefit of the three Village bargaining units.

Personal Leave

MEU members presently receive three (3) personal leave day a year. The Union seeks to increase the annual personal leave allowance to four (4) days. It justifies its position by citing the PBA contract allowing five (5) leave days for uniformed officers and the Teamsters contract allowing four (4) days. The Village responds that there is no reason for the change and the personal leave allowance pattern has been in existence for many

years (Exhibit V-34) and implementing the Union demand would cost $983/year. (See Exhibit V-35).

Recommendation: No change is recommended in the personal leave allowance.

Rationale: The personal leave pattern for the three units has been in existence for at least nine (9) years with no change in allowance accumulation rates during that time. The major rationale for this demand seems to be that the other bargaining units have more, yet an additional day will not yield additional income to unit members, which was their most significant concern. No change is warranted at this time.

Health Insurance Declination Payment

The Village provides health insurance as an employee benefit. Full-time employees hired after 3/23/92 contribute 25% of the premium. The Village provides compensation of $4,000 to full-time unit employees who decline coverage for health insurance, dental and optical benefits. Two of the three unit members presently receive the declination payment. The Union seeks to increase the declination payment to 50% of the cost of insurance or about $8,700. The Village objects noting that the MEU has always had a $4,000 declination payment and increasing it will not provide any incentive to other than the two unit members presently declining insurance. The Village notes (Exhibit V-36) that the Teamsters have no declination payment, while the PBA receives 50% of premium for declining.

Recommendation: For employees on the payroll on the date of ratification, the declination payment under Article XIII (1) should be increased from $4,000 to $6,500 in the following manner:

Effective Date	Declination Payment
June 1, 2010	5,250
June 1, 2011	6,500

Rationale: The declination payment has been $4,000 since at least June, 2000 (Exhibit V-36). During this past decade, the cost to the Village of a Family Plan has increased to $15,971 and, in 2011, will be at least $18,000 (post-hearing information from Village indicating an increase of 13% from prior year). Performing a regression, assuming rates increased at the rate of 8% annually, we can determine that in 2000 a Family Plan cost about $8,000. In 2000, the $4,000 declination payment represented a 50-50 split of the cost savings when a unit member declined health insurance. As the cost of health insurance increased, the Village reaped an increased share of the savings, since MEU unit members received a fixed rate of payment. This was not true of the PBA unit, where members receive 50% of the savings and the 50-50 ratio was maintained with PBA members doubling annual declination payments as the cost of health insurance doubled.

In 2000, the Village saved about $4,000 upon an employee declination; the unit member received $4,000. In 2010, the Village saved about $12,000; the unit member continued to receive $4,000, a 25%-75% split. In 2011, it is estimated that the Village will save $14,000 upon an employee declination, yielding a 22%-78% split. It is in the Village's financial interest to incentivize MEU unit members now declining coverage to keep declining coverage. To this end, it is recommended that the health insurance declination payment be increased in two steps so that the 2011 payment of $6,500 represents 35% of the cost of a Family Plan. After all, if both employees now declining health insurance elect to receive it, the cost to the Village will increase from $8,000 to $36,000.

This declination payment increase will only affect those unit members on the payroll as of the date of ratification of the CBA. New employees will continue to receive the $4,000 payment. While the annual additional cost to the Village is $5,000, the potential savings is $28,000 being the difference between the present declination payments and the possible cost of two new Family Plan policies in 2011.

Dental Insurance Declination Payment

The Union seeks to institute a declination payment of $750 for those not electing to receive dental insurance. Presently, the Non-Bargaining group has such a payment, but none of the bargaining units (Exhibit V-38). If all three MEU members accepted the benefit and declined dental insurance the cost would be $2,250 annually. The Village responds that there is no reason to institute this practice and establish a precedent.

Recommendation: No change is recommended.

Rationale: This matter is neither timely nor reasonable and not suitable for change at this time.

Dental Insurance Contribution by Employees (25%)

Presently, the Village provides fully-paid dental insurance. It seeks a 25% employee contribution from MEU members equal to about $400/ yearly. No other municipal comparables were offered. The Union objects and notes that neither the PBA nor Teamsters unit members, both of which on the average receive greater pay, contribute anything.

Recommendation: No change is recommended.

Rationale: There is no basis for change at this time. Neither of the other two larger bargaining units makes this contribution. It is premature and would be better negotiated in the future.

Bargaining Unit Definition

This is a matter that would normally go to PERB for determination. However, the Union has placed it on the list of open items in its submission for fact-finding, made known its

position at the hearing and the Village responded with a counter-proposal. The contract defines the bargaining unit as all full-time and regular part-time employees in specific titles: Court Clerk, Assistant Court Clerk, Recreation Supervisor, Intermediate Account Clerk/Bookkeeper, Intermediate Clerk, Intermediate Typist, Administrative Intern I and Administrative Intern II.

The bargaining unit has been designed to include white collar clerical, account clerical, bookkeeping staff and certain identified supervisory positions in Village Hall. The Union seeks to include in the bargaining unit all clerical-type positions, regardless of job title, including the two grades of Administrative Intern. The Union believes the elimination of intermediate-title jobs within the unit and the creation of new "administrative intern" jobs outside the unit, but performing clerical tasks, is improper. The Village responds that the recognition clause is title specific, that any new title not specifically defined is outside the unit and that the unit excludes all part-time employees.

Recommendation: It is recommended that the unit description identify it as the bargaining unit for Court Clerk, Assistant Court Clerk, Recreation Supervisor, and white-collar clerical including, but not limited to, those titles now specifically identified and such other clerical support titles as might be created from time to time; that the Parties meet and confer on new titles that are created and have potential for inclusion in the unit and determine if such titles be included in the unit. The unit is to be for full-time employees upon hire, and part-time employees working half-time or more hours/week on a regular basis and after six (6) months of service.

Rationale: Clarity in unit membership is important for providing unit stability and responsibility. Unilateral removal of titles and creation of substitute or part-time titles outside the unit without negotiation creates instability and uncertainty in relationships. This recommendation will clarify that the MEU is the unit for Village white collar clerical titles. Creation of new job titles and employing new employees doing clerical work not named in Article I and considering them outside the unit will no longer be acceptable. A process will be established to allow for change. Seasonal part-time or

part-time positions of short duration will not be included in the unit, but after six (6) months of service, employees in part-time jobs working half-time or more hours/week will become regular unit members. This will allow the Village to evaluate such employees and/or terminate without contractual restrictions during the first six months of service.

Pay Cycle Adjustment

The Union seeks one week of additional pay, similar to that received by the Teamsters unit, because the Village converted the pay cycle from weekly to bi-weekly. The Teamsters contract provides in Article IV (4) that if all other village employees are subject to bi-weekly payroll, it may be implemented in their unit and upon so doing unit employees "shall be paid a one-time lump-sum bonus equal to one weeks pay…" (Exhibit U-18). MEU contends that such change was imposed unilaterally by the Village two years ago after the last contract was negotiated and no ten-day notice was given. The Village responds that the payroll change has already been implemented and that the Teamsters unit made several concessions in return for the one-time payment. It makes this contention even though the one-week bonus is clearly set forth in a payroll change section of the collective bargaining agreement. It seems clear that the other bargaining units benefitted by the implementation of the payroll change on MEU members.

Recommendation: The Fact Finder declines to make a recommendation on this because it has been two years since the payroll conversion. If the payroll change was, in fact, made unilaterally and without impact negotiation, MEU has been and is free to file an improper bargaining practice petition with PERB, the appropriate place for this matter.

Remove Part-Time Employees from Bargaining Unit

The Village seeks to remove all part-time employees from the MEU bargaining unit. It claims there are no part-time employees in the other two bargaining units. Union responds that there is no reason to do this.

Recommendation: Subject to the titles in Article I and noted in the bargaining unit discussion above, the unit should consist of (1) full-time employees upon hire, and (2) part-time employees working half-time or more hours/week on a regular basis after six (6) months of service.

Rationale: It may well be that there are no part-time employees in the other two units, simply because there are no part-time employees working as police officers or public works field personnel. This recommendation provides a balance between part-time employees employed on a regular basis and those who are seasonal, short-term or minimal time. Where part-time employees work half-time or more hours/week, they become bargaining unit members after six (6) months of service. The Village is relieved of benefit expenses and contract obligations for short-term and seasonal employees.

Eliminate Retroactive Pay from New Contract
Employee Work over 40 Hours/Week before Overtime Pay

The Village seeks to eliminate retroactive pay from the new contract. It admits that no other unit has this clause or been treated in this fashion. Similarly, it seeks implementation of a pay standard whereby employees do not earn overtime pay until they have worked at least 40/hours/week. This would mean straight-time pay for work in excess of eight (8) hours a day, until the cumulative overtime during a week exceeded 40 hour. It admits that no other bargaining unit has this provision. The Union objects and notes that it is without precedent within the Village.

Recommendation: No change is recommended for either of the above proposals.

Rationale: There is no precedent within the Village for either of these two proposals. No comparables are offered that would allow some showing of use within Westchester

municipalities. The proposals are premature and better left for future negotiations between the parties.

Wage Rate Increase

The wage rate increase demand consists of two items: a general across-the-board increase and a special stipend adjustment for two of the three members of the unit. The Union seeks a 2½% increase every six months for each of the three years of the proposed agreement and a special adjustment "stipend" of 20% above present wages for the Recreation Supervisor and Court Clerk. The Union argues that the Teamsters unit received split raises in 2008, 2009 and 2010, while the PBA has a set differential between various ranks. It seeks to duplicate this differential. It also argues that the Recreation Supervisor is, in reality, performing the duties of Recreation Superintendent and should be paid accordingly. The Village admits the Teamsters received semi-annual increases in 2009/10, but avers that the MEU should receive no wage increase at all.

Recommendation: A general increase applied to base salaries is recommended for all those on the payroll as of the date of ratification of the agreement, as follows:

Effective June 1, 2009	+ 2 ½%
Effective December 1, 2009	+ 2 ½%
Effective June 1, 2010	+ 2 ½%
Effective June 1, 2011	+ 3 %

A job classification study of the Recreation Supervisor position is recommended to begin within ninety (90) days after ratification. The proposal for implementation of a "stipend" or pay differential is not recommended.

Rationale: General Wage Increase

The primary comparables are the other two collective bargaining units within the Village. Indeed, the only relevant evidence submitted is Exhibit V-22, the wage increases

(2001-2012) for Village bargaining units. For the four-year period from 2005/6 through 2008/9, the value of negotiated pay adjustments was:

FOUR-YEAR SETTLEMENT AVERAGES – 2005/6 – 2008/9

	Cumulative	Annual
PBA	19.3%	4.825%
MEU	16.6%	4.15 %
Teamsters	14.3%	3.58 %

The above would indicate that the MEU settlement level was mid-way between that of the PBA and Teamsters. It was valued at 86% of the PBA settlements and 116% of the Teamsters settlement.

For the more recent three-year period from 2007/8 through 2009/10, the value of negotiated pay increases for the PBA and MEU units was:

THREE-YEAR SETTLEMENT AVERAGES – 2007/8 – 2009/10

	Cumulative	Annual
PBA	17.7%	5.89%
Teamsters	13.2%	4.4 %

If the four-year settlement averages indicate an equity relationship and acknowledge the three-year averages above, a reasonable MEU settlement for the three- year period (2007/8 – 2009/10) at the 86%/116% relationship would result in a three-year cumulative increase of about 15.3% or an annual average of 5.1%.

The cumulative value for the two-year period 2007/8 – 2008/9 of the existing MEU agreement is 9.3%. If the MEU 2 ½%- 2 ½% demand were made effective for the third year, 2009/10, the value of the three-year cumulative increase would be 14.8%, which is within the 15.3% relationship set in the four-year settlement averages, as well as within the Village-negotiated percentage increases for the PBA and Teamsters in 2009/10. This 2 ½%-2 ½% adjustment is recommended for the first year of the MEU contract.

For the three fiscal years 2009/10 - 2011/12, only the Teamsters contract has been negotiated with yearly settlements at 2.5%/2.5% (semi-annual), 1.5% and 2.5%,

respectively. The Teamsters compounded settlement value for the three years is 9.3% or 3.1% annually. If the MEU settlement were at 116% of the cumulative value (9.3%) of the Teamsters, it should have a value of at least 10.8%.

If the first year of the MEU CBA calls for a general wage increase of 2 ½% on June 1, 2009 and again on December 1, 2009, a second-year increase of 2 ½% on June 1, 2010 and a third-year increase of 3% on June 1, 2011, the cumulative value of the increases would be 10.9% (3.63% annually) over the life of the contract. This maintains the ratio with the Teamsters general wage settlement, the only Village comparable covering the three-year period. It is recommended that these changes be granted only to bargaining unit members on the payroll on the date of ratification.

Based on the salary levels presented at fact-finding, these changes could adjust the three unit members to a June 1, 2011 salary rate of:

Job Title	Present Rate	Rate 6/1/11
Recreation Supervisor	$ 62,299	$ 69,102
Court Clerk	62,694	69,540
Assistant Court Clerk	55,000	61,006

Rationale: "Stipend": Differential Between Grade

The Union seeks a special "stipend" of 20% above present wages for the Recreation Supervisor and Court Clerk. It cites the grade differential contained in the PBA agreement. However, in presentation, what is being requested is a 20% pay increase for these two titles, in additional to a general wage adjustment. The Union failed to cite a similar stipend or differential in any non-uniformed Village or comparable municipal contract.

Exhibit U-29 (Court Clerk Salaries 12/08) and U-30 (Recreation Supervisor Salaries 12/08) cite numerous towns and villages in Westchester County. The Fact Finder determines that comparable municipalities are the smaller villages in the north county area and those along the Hudson River: Ardsley, Briarcliff Manor, Croton, Elmsford,

Hastings, Irvington, Mt. Kisco and Dobbs Ferry, Ossining, Pleasantville and Tarrytown. Not every comparable is included in each of the exhibits.

As for the Court Clerk position, using nine* comparables in Exhibit U-29, the December 2008 average salary was $61,033. With the Sleepy Hollow salary rate of $59,967, the Village court clerk was paid at 98.2% of the average, but ranked eight of nine. This is a competitive salary rate and would not seem to warrant any special differential or stipend.

Looking at the four available Recreation Supervisor comparables in Exhibit U-30, the December 2008 average salary was $64,815. With the Sleepy Hollow salary rate of $60,485, the Village Recreation Supervisor was paid at 93.3% of the average and ranked four of five. This is on the low end of competitive, but not so low as to warrant any differential or stipend. In fact, if a 20% differential had been effective in December 2008, the Recreation Supervisor would have received over $72,500 and been at 112% of the average. The issue of the position being a Recreation Superintendent and not a Supervisor is a job classification matter and not one that the Fact Finder can analyze in this process. In fact, other than a brief statement, no evidence was produced to support the claim. In conclusion, a stipend or pay differential has not been justified and is not recommended.

It is noted, however, that several comparable municipalities (Briarcliff Manor, Croton, Dobbs Ferry, Hastings, Mt. Kisco, Pleasantville) have a Recreation Superintendent position heading the function at salaries in a range higher than that of the Sleepy Hollow

* Irvington's part-time Court Clerk position omitted.

Supervisor, who heads the function in the Village (See Exhibit U-16). There may well be valid reasons for this, including additional staff or broader responsibilities. A job classification study is recommended to take place within 90 days after ratification of a new contract to clarify this matter and provide an equitable determination.

SUMMARY OF RECOMMENDATIONS
(Underlining indicates Recommended Changes)

The following summarize the Fact Finder recommendations for resolution of the impasse between the Village of Sleepy Hollow and United Federation of Police Officers (Municipal Employees Unit):

Term of Agreement: This agreement shall be in effect from June 1, 2009 to May 31, 2012 as agreed by the Parties.

Compensatory Time: Increase the MEU compensatory time carryover limit from 56 hours to 60 hours, the same as the other two bargaining units, effective June 1, 2010.

Longevity: The MEU longevity proposal be accepted and incorporated into the agreement. This would be the following amounts at the noted years of service: (5) $350; (10) $500; (15) $700; (20) $1,000, to be effective June 1, 2009.

Holidays: No change is recommended.

Vacation After 26 Weeks: MEU members should be allowed to schedule earned vacation after 26 weeks of continuous service. This should be effective June 1, 2010. No change in the vacation accrual rate after ten (10) years of service.

Personal Leave: No change is recommended in the personal leave allowance.

Health Insurance Declination Payment: For employees on the payroll on the date of ratification, the declination payment under Article XIII (1) should be increased from $4,000 to $6,500 in the following manner:

Effective Date	Declination Payment
June 1, 2010	5,250
June 1, 2011	6,500

Dental Insurance Declination Payment: No change is recommended.

Dental Insurance Contribution by Employees (25%): No change is recommended.

Bargaining Unit Definition: It is recommended that the unit description identify it as the bargaining unit for Court Clerk, Assistant Court Clerk, Recreation Supervisor, and white- collar clerical including, but not limited to, those titles now specifically identified and such other clerical support titles as might be created from time to time; that the Parties meet and confer on new titles that are created and have potential for inclusion in the unit and determine if such titles be included in the unit. The unit is to be for full-time

employees upon hire, and part-time employees working half-time or more hours/week on a regular basis and after six (6) months of service.

Pay Cycle Adjustment: The Fact Finder declines to make a recommendation; it has been two years since the payroll conversion. If the payroll change was, in fact, made unilaterally and without impact negotiation, MEU has been and is free to file a bargaining practice petition with PERB, the appropriate place for this matter.

Remove Part-time Employees from Bargaining Unit: Subject to the titles in Article I and noted in the bargaining unit discussion above, the unit should consist of (1) full-time employees upon hire, and (2) part-time employees working half-time or more hours/week on a regular basis after six (6) months of service.

Eliminate Retroactive Pay from New Contract:
Employee Work over 40 Hours/Week before Overtime Pay:
No change is recommended for either of the above proposals.

Wage Rate Increase: A general increase applied to base salaries is recommended for all those on the payroll as of the date of ratification of the agreement, as follows:

Effective June 1, 2009	+ 2 ½%
Effective December 1, 2009	+ 2 ½%
Effective June 1, 2010	+ 2 ½%
Effective June 1, 2011	+ 3 %

A job classification study of the Recreation Supervisor position is recommended to begin within ninety (90) days after ratification. The proposal for implementation of a "stipend" or pay differential is not recommended.

CONCLUDING STATEMENT

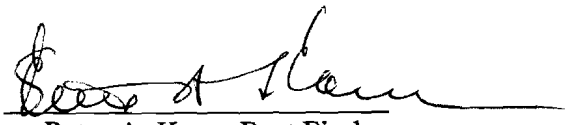
The Parties may not see these recommendations as a perfect resolution to this impasse. However, they do represent a reasonable solution to resolving these negotiations and a trade-off between employee pay and benefits and employer flexibility and affordability. Was an effort made to select a favorable item rejecting others, this dispute will fester. The Parties are encouraged to adopt them as written and as soon as practicable.

_____
Peter A. Korn, Fact Finder

January 6, 2011

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

I, Peter A. Korn, do hereby affirm that I am the individual described herein and who executed this instrument, which is my Findings of Fact and Recommendations for Resolution.



Peter A. Korn, Fact Finder