

State of New York
Public Employment Relations Board

-----X
In the Matter of the Arbitration

Between :

VILLAGE OF OSSINING :

And :

VILLAGE OF OSSINING POLICEMENS'
BENEVOLENT ASSOCIATION :

PERB Case No. IA81-41; M81-474
-----X

Arbitrators: Jonathan S. Liebowitz, Esq., Chairman and
Impartial Member.
John P. Henry, PBA Panel Member.
Richard B. Mueller, Village Panel Member.

OPINION AND AWARD

RECEIVED

JUL 28 1982

The Arbitration Hearings

This case was heard, pursuant to provisions of the N.Y.S. Civil Service Law, §209.4, on June 7 and 9, 1982, at Ossining, New York. The Public Arbitration Panel met in Executive Session at Hawthorne, New York on June 21, 1982. The parties waived the preparation and filing of verbatim transcripts.

Appearances:

For the Village:

Hugh A. Lavery, Jr., Esq., Corporation Counsel.

For the P.B.A.:

Reynold Mauro, Esq. (Schlachter and Mauro), Counsel.

Preliminary Note

The parties represented at the arbitration hearings that a number of issues had been resolved by them before arbitration; others were resolved at the hearings. Those items which remained

open at the conclusion of the hearings, and which were submitted to the Panel for determination, are decided herein. The Panel has considered and applied the statutory criteria appearing in §209 (4) (c) (v) of the Civil Service Law (Taylor Law) and has followed Part 205 of PERB's Rules of Procedure in resolving the open issues. While all of the evidence in the record and all of the contentions by the parties have been fully considered by the Panel in reaching its decision, the Panel's determinations, and the reasons therefor, will be stated briefly as required in the interests of economy of time and space.

The Issues and Their Resolution*

By agreement, the duration of the contract shall be two years, commencing on January 1, 1982 and expiring on December 31, 1983. All provisions of the contract which expired on December 31, 1981 shall remain in effect except as altered in this Award. All changes made in this Award are effective January 1, 1982 except as specified herein. All items resolved or deleted before the submission to the Panel for decision are considered agreed upon and are not awarded. PBA Demand No.3 re addressing the Trustees is denied.

As to PBA Contract Demand No. 6 (Article III, §9 of the agreement), the Panel awards the following language which shall constitute such section:

The Employer shall provide a police vehicle for the purpose of transporting the spouse or next of kin of any police officer injured in the line of duty and requiring hospitalization and shall transport said spouse or next of kin to and from the hospital on that day or days as reasonably necessary on an emergency basis.

*Those items followed by a * were decided by a 2-1 vote of the Panel; on all other items, the Panel's decision was unanimous.

As to PBA Demand No. 7, Wages, the Panel awards as follows:

The present fourth year Patrolman salary of \$21,672 shall be changed as follows: on January 1, 1982, it shall be \$22,864; on July 1, 1982, it shall be \$24,121; on January 1, 1983 and thereafter for the duration of the contract, it shall be \$25,700. All wage differentials presently appearing in Article IV §2 of the expired agreement shall remain in effect.*

Note: The \$22,864 represents an increase of 5.5% over the present Patrolman's top salary of \$21,672. The \$24,121 represents a 5.5% increase over the \$22,864. The \$25,700 represents a 6.5% increase over the \$24,121. These percentages are furnished for reference only.

PBA Demand No. 10:

Standby time, when not summoned to headquarters, shall be compensated as straight time rate;

No. 11:

Detectives shall receive \$500 premium pay annually for weekend standby-time rate;

No. 12:

Shift differential for both tours shall be increased to 5% evenings, 10% nights, are all denied.*

PBA Demand No. 13, that there be 13 paid holidays and two paid half holidays in place of the 11 and 2 now in effect, by adding Martin Luther King's Birthday and Easter Sunday, is denied.*

PBA Demand No. 14: Article IX, §5 of the agreement shall be deleted and new wording inserted to provide that any member who works on any of the 13 paid holidays and/or the evening prior to any of the paid holidays shall be paid at the rate of two times their normal rate of pay for those hours worked; and that those members who work overtime on the paid holidays and/or the evening

prior to the paid holidays shall receive three times their normal rate of pay for all overtime worked, is denied.*

Re PBA Demand No. 16, Article IX §6 of the agreement is amended to read as follows:

Each member of the Department must declare before the budget request is submitted by the Chief for the following fiscal year whether he wishes to take time off or pay or any combination thereof for these holidays.

Note: The underlined words have been added to the provision.

PBA Demand No. 17, that employees shall receive five personal days which may be accumulated from year to year with no maximum accumulation; No. 18, that personal leave shall be granted on the request of the member; and No. 19, that members shall, upon retirement on or before December 31 of any year, be entitled to cash payment for unused personal leave days, are denied.

PBA Demand No. 20, to delete Article X, §3 on the ground that the provision is illegal under §207-c of the General Municipal Law of the State of New York, is granted.

As to PBA Demand No. 21, pertaining to Article X §5 of the agreement, the Panel awards that the section shall read as follows:

An employee shall receive, as an incentive, two days pay in addition to his regular salary if said employee has not used any sick leave for a preceding period of six (6) months. [Language deleted]. No employee shall receive more than four days' incentive pay, under this section, in one calendar year. [Language added].

PBA Demand No. 22, pertaining to dry-cleaning and pressing of uniforms and detectives' allowance therefor and lieutenants' allow-

ance for plain clothes when in dual roles as uniformed and plain clothes officers, is denied.*

PBA Demand No. 23, that the Village shall assume all costs involved in the payment of GHI and Westchester Medical Plan is denied.* The reason for this determination is that the extra cost items which are elected by the police officer can be obtained through getting Statewide coverage without cost at the employee's option.

PBA Demand No. 24, pertaining to education benefits, and providing that they be extended to a graduate school degree with an allowance of \$10 per year per credit up to a maximum of an associate degree or 66 credits, and that the January 1, 1975 eligibility date be deleted, is denied.

PBA Demand No. 25, that longevity increase to \$150 at five years of service, \$300 at 10 years of service and \$600 at 15, in comparison to the provisions of the expired contract for \$200 at the start of the 11th year and \$300 at the start of the 16th year, is granted as follows:

\$100 after five years of service, \$300 after ten years of service and \$400 after fifteen years of service.*

Note: The Panel has determined that the Village is behind on comparability data as to provision of this benefit and that the increase is within the financial ability of the Village to pay and that to grant it would be to bring the police officers closer to comparability as a part of an overall financial package and therefore would be in the best interests and welfare of the public. The PBA costs this item, not disputed by the Village, at \$2900 per year, or \$76 per employee per year.

PBA Demand No. 27, pertaining to Article XX, §7 is granted so that the section will read as follows:

The Association shall form a Safety Committee composed of members of the Association. The Committee shall report to the Chief of Police unsafe working conditions.

PBA Demand No. 28, that authorized training sessions or programs shall be compensated at one-and-one-half times the normal rate of pay, is denied.*

PBA Demand No. 29, that Article XXII, §1, pertaining to performance of duties of a higher classification, be changed by deleting the language "for more than five (5) consecutive days", is denied.*

PBA Demand No. 31, that the residency requirement be changed to a 20-mile radius for present employees [from the present 10-mile radius], is granted.

PBA Demand No. 32, for a shower room and separate locker room for female employees, is denied.

Note: The explanation for this is that there is now no room available and that the Village is contemplating a new police headquarters and at that time, serious consideration should be given by the Village to providing a shower room and separate locker room for female employees.

PBA Demand No. 34, that the Village shall pay a sum of \$350 per man per year to the PBA Welfare Fund, is denied.*

PBA Demand No. 36, that the new agreement shall provide maternity leave for female members, is granted; the exact language is to be drafted by the parties; the contract will provide the benefit as follows: It shall extend from the time that the employee commences the leave on her doctor's certification that she is unable to work

until she returns upon her doctor's certification that she is able to return to duty; and if on her doctor's certification, the employee can perform light duty, the Village will place her on light duty at any time during said maternity leave or after the delivery because of a condition arising from the pregnancy.

PBA Demand No. 37, that effective January 1, 1982, members with prior police service anywhere in New York State shall receive credit for such prior police time in computing benefits due under the agreement, is granted.

PBA Demand No. 39, that no member shall be suspended without benefits prior to hearing and determination by the Village Board, is granted.

PBA Demand No. 43, that the present vacation schedule shall be amended to provide an additional five days at each step, is denied. But the language of Article VIII, §2, pertaining to vacations, fourth paragraph, first phrase, is changed to read "From the fifth year through the ninth year" instead of "from the fifth year through the tenth year."

PBA Demand No. 44, that the agreement shall contain an agency shop clause, is granted with the understanding that it shall be a standard agency shop clause.

Note: The Panel decided the PBA's demands in such manner that the emphasis was placed upon reaching an economic package, with particular focus on the issue of wages, which would be consistent with the evidence, the application of the statutory criteria, and the expectations of the parties. The PBA's wage increase demand

was at 22% over the two years, with changes in differentials; the Village's position (for 1982) was 5.5% across the board salary increase except for the first year patrolmen.

As to the salary award, the Panel reached its decision after thorough consideration of comparability data and data pertaining to the interests and welfare of the public and the financial ability of the public employer to pay. These were the most relevant of the statutory criteria as framed by the submissions. The other criteria enumerated in the statute were also considered. The comparability data included all villages in Westchester County, four towns with proximity to Ossining Village, and the City of Peekskill.

Village Contract Proposal No. 2, that sworn personnel hired after January 1, 1982 shall not be entitled to any of the benefits enumerated in Article XV §1, having to do with schooling, is denied. Village Demand No. 3 is granted to the extent of amending the language of Article XV §1, effective for and after the summer semester, 1982, to read as follows:

The Village of Ossining shall pay the cost of tuition, books and transportation allowance for successfully completed police science related courses as approved by the Board of Trustees. The transportation allowance shall be paid for mileage between the Municipal Building located at 16 Croton Avenue, Ossining, New York and the school, but shall not exceed \$100 per semester per eligible employee.*

As to Village Demand No. 4, pertaining to Article XIII, Welfare Benefits, the first sentence that "All employees in the bargaining unit shall be eligible for coverage for themselves and all their eligible dependents under the existing health and dental insurance

plan" is granted. The second sentence: "The full cost of such coverage shall be borne by the Employer," is granted but shall become the third sentence of the Article.

The second sentence of the Article shall read as a new §1 (a): "The Village may, however, change Health Insurance Carriers provided that such carrier shall provide employees and their eligible dependents and retired employees and their eligible dependents with at least the coverage as defined in this Article."

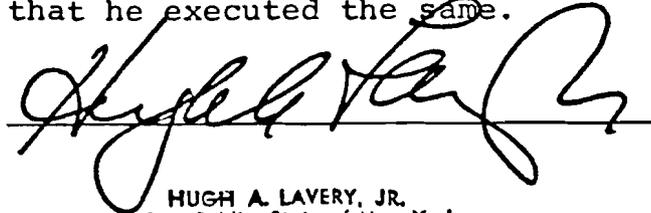
The third sentence of the Village's Demand, that any increase in premiums which occur after the first 90 days of this contract shall be paid by the employees through payroll deductions for the balance of the fiscal year, is denied.

§2 of the Village's Demand No. 4, as to the same Article, that probationary personnel shall become eligible for health and dental insurance after they have been employed six calendar months, is denied.

§3 as to this Article, that all sworn personnel hired after January 1, 1982 shall not be entitled to any health insurance benefits after retirement, is awarded to the extent that the parties are to draft language to the effect that as to all sworn personnel hired after the date of this Award, the Village shall assume 50% of the cost of health insurance benefits after retirement with the Village's health insurance carrier at that time, and the retiree shall contribute the remaining 50%. To be eligible for the benefits of this section, the retiree must maintain in effect full coverage between retirement and reaching age 62. Upon his or her reaching age 62, the Village shall cover 100% of the cost.*

STATE OF NEW YORK)
 ss:
COUNTY OF WESTCHESTER)

On this ^{19th} day of July, 1982, before me personally came and appeared Richard B. Mueller, to me known and known to me the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



HUGH A. LAVERY, JR.
Notary Public, State of New York
No. 60-2272825
Qualified in Westchester County
Commission Expires March 30, 1983

