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PUBLIC EMPLOYMENT RELATIONS BOARD

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CONCILIATION

In the Matter of the Arbitration Between
Pelham Manor Police Benevolent Association, Inc.
and
Village of Pelham Manor

Opinion of
Chairman
and
Award of Panel

Case No. IA 86-14; M 86-145

Panel of Arbitrators

Maurice C. Benewitz, Neutral Chairman
William Burkhardt, Employee Panel Member
Richard R. Blessing, Employer Panel Member

Appearances:

For the PBA: Michael C. Axelrod, Esq., Attorney
For the Village: John D. Canoni, Esq., Attorney

By letter of September 22, 1986, the above named panel (with Mr. Burkhardt substituted for the original employee member, Michael C. Axelrod, Esq.,) was appointed pursuant to Section 209.4 of the Civil Service Law as a public arbitration panel to resolve in a just and reasonable manner an impasse existing between the parties. Section 209.4 (v) sets forth

the following criteria for resolution of the dispute. The panel has duly considered each:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

Hearings were held on December 17, 1986 and March 4, 1987. An executive session convened on April 30, 1987.

This opinion is that of the chairman. The award is adopted by the panel members who sign as concurring.

Expired Contract and Petitions

The parties were bound by a collective agreement effective June 1, 1984 which expired May 31, 1986 (PBA Volume 1). This contract covered a force which presently has 24 members and one vacancy.

On August 25, 1986, the PBA petitioned for the appointment of an interest arbitration panel. After mediation, the Association declared impasse on August 7, 1986. During negotiations and mediation, the parties had agreed upon a number of items which are hereby incorporated by reference into this award. The

monetary cost of these items is .9 percent of the base cost of the expired contract. The agreed upon items, which were listed in the PBA petition, shall become provisions of a new agreement with an effective date of June 1, 1986 and an expiration date of May 31, 1988. The agreed items are:

6. Article VII, Section 2 - add at end:

"and to not more than one (1) patrolman per tour."

7. Article VIII, Section 1B (new)

"Section 1B: For bargaining unit employees who are employed by the Village as of the execution date of this Agreement and who retire under Article XIX on or before May 31, 1988, the Village will contribute one hundred percent (100%) of the premium for individual coverage in the New York State Empire Plan or to a substitute Health Insurance Carrier should, for any reason, said State Plan become unavailable. For family coverage under said Plan (or such substitute), the Village will contribute fifty percent (50%) of the premiums during the employee's retirement."

8. Article VIII, Section 2 - change to:

"Section 2: The Employer shall contribute up to a maximum of two hundred and thirty dollars (\$230.00) per contract year per employee to a dental plan towards individual or family coverage (depending upon the particular employee's status). This maximum shall be increased to two hundred and eighty dollars (\$280.00) effective June 1, 1987."

9. Article VIII, Section 3 - add as a new second sentence the following:

"The Employer may require the retiree, as a condition to entitlement to such payments, to submit affidavits at appropriate intervals that he/she is not covered by another employer's health insurance program providing at least the same basic coverage."

10. Article X, Section 1 - replace by the following:

"Section 1: Effective June 1, 1986, the Employer shall contribute up to a maximum of seventy-five dollars (\$75.00) per employee per contract year to purchase a life insurance policy at least in the sum of one hundred thousand dollars (\$100,000) for each member of the bargaining unit. Said maximum shall be increased to one hundred and forty-four dollars (\$144.00) per employee per contract year effective June 1, 1987 and shall not be increased further, if at all, before October 1, 1988."

11. Article XI, Section 1 - add a new next-to-last sentence as follows:

" In addition to the foregoing, in the case of the death of the employee's grandmother, grandfather, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be granted leave of one (1) work day if necessary to attend the funeral.

12. Article XI, Section 2

" change "three thousand dollars (\$3,000.00)" to "four thousand dollars (\$4,000.00)".

13. Article XII, Section 1 - change final sentence to read:

" Approved police science courses undertaken shall be limited to a baccalaureate or masters program."

14. Article XII, Sections 2 and 3 (new)

"Section 2: If a payment has been received from any governmental program for any courses covered by this Article XII, the Employer shall pay the balance, if any, after deduction of the other payments. If eligible to participate in any such education program, the police officer shall apply for payment under such program before submitting a voucher or request to the Employer for reimbursement under this Article XII.

Section 3: In the event an employee resigns (exclusive of retirement) prior to expiration of three (3) years following the successful completion of any courses under Section 1 above, any tuition and textbook expenses paid by the Employer hereunder shall be refunded to the Employer."

15. Article XVII, Section 6 - change second sentence to read as follows:

"The maximum allowance during each contract year shall be three hundred and fifty dollars (\$350) per employee which maximum allowance shall be increased to four hundred dollars (\$400) effective June 1, 1987."

16. Article XVII, Section 7 (new)

"Section 7: Effective June 1, 1987, employees out on non-line of duty sick leave or disability for six (6) months or more as of the start of any contract year shall receive a pro rata amount of the allowance set forth in Section 6 above."

17. Article XIX, Section 1: Change to:

"This Agreement shall be effective June 1, 1986 and shall continue through May 31, 1988."

18. Article XIX, Section 3 (new)

"In accordance with Section 204-a(1) of the Civil Service Law, it is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing for the additional funds therefor shall not become effective until the appropriate legislative body has given approval."

Open Items

The petition of the PBA and the response of the Village identify a number of open items. Since there is overlap of the demands, the chairman will simply identify the area at issue:

1. Wages, including the following items
 - a) across-the-board increase
 - b) differentials, if any
 - c) starting salary for new appointees
 - d) longevity
2. Night differential
3. Accumulation of compensatory time
4. "Superholiday" compensation
5. Payment for health insurance
6. Non-duplication of health insurance coverage
7. Termination entitlement
8. Right to order physical examinations
9. Work schedule

Voluminous proofs concerning these matters were offered by the parties. The proofs which indicate why specific items were included, modified or denied by the panel will be discussed in this opinion and award. However, the chairman has read and considered carefully all of the evidence and testimony submitted.

Section 209.4 of the Civil Service Law is intended to provide a just and reasonable resolution of impasses in police and fire disputes. At the same time, the law is intended to assure the uninterrupted provision of essential services to the community.

In achievement of these two aims, the law requires that the most fundamental needs of the parties be addressed and resolved. But it is not the intent of the statute, in the opinion of the chairman, to address each and every issue which could have been bargained, traded off, modified or rejected.

Thus, this award does not resolve certain colorably meritorious demands of either side. Those issues will have to be settled in some future negotiation where a full panoply of items to be considered, traded and/or rejected are available for consideration.

The Structure and Status of the Village

At the hearing of March 4, 1987, then-Mayor Robert M. Tritsch outlined certain facts about the Village. Though these items also appear, at least in part, in the written documents, the chairman will set forth Mayor Tritsch's summary.

The Village with a population of 6500 persons has an area of two square miles. Assessed valuation is \$45.7 millions and \$4.55 millions were appropriated in the last budget. Of this \$1.785 millions were devoted to public safety. The police share was \$71 millions. The tax margin is narrow. As of June 1, 1985 (see PBA Volume 2) the total Village taxing power was \$3,894,068 and the constitutional tax margin was \$419,812. Mr. Tritsch points out that the village has high police and fire activity and high costs as a result.

Discussion of Open Items and Awards Thereon

1. Health Insurance Plan Coverage

Article VIII, Section 1 of the expired contract provides as follows:

Section 1: The Employer will pay the full cost of the present State Health Insurance Plan. Additional benefits purchased heretofore by some of the employees may be retained on a payroll deduction basis. However, employees hired on or after June 1, 1980 shall pay thirty-five percent (35%) of the costs of their Health Insurance Plan premium until such time as they reach Patrolman-1st Grade. However, employees hired on or after June 1, 1984 shall pay fifty percent (50%) of the costs of their individual coverage premiums and sixty-five percent (65%) of the costs of their family coverage premiums as established by the State Health Insurance Plan.

The PBA demand on this item reads:

Article VIII, Section 1

The Village shall; pay one hundred (100%) percent of the cost of health insurance for all members and the contract shall be modified to reflect the existence of the New York State Empire Plan.

The Village proposes no change except in the title of the plan.

The written statistics offered by the PBA show that among Westchester villages only Bronxville, Croton and Pelham Manor pay less than 100% of the hospitalization costs for any active PBA member. And only these three villages pay less than 100% for family members.

The Village contends that an important principle is at issue here: employees should make contributions to health insurance. This benefit allegedly will be used better and understood more fully if employees contribute to its cost. It is noted that in New York State, 25 communities do require health insurance contributions in police contracts. Furthermore, both the fire and CSEA units in Pelham Manor require contributions.

The arbitration award issued for the contract effective June 1, 1978 by a panel of which Dr. Theodore Lang was chairman

indicates that in the predecessor contract, the Village paid 100% of the premium for the active member and his family. Since that time, changes in Article VIII Section 1 require a payment by employees hired after June 1, 1980 of 35% of premium costs until the employee reaches the rank of Patrolman-1st Grade. Employees hired on or after June 1, 1984 pay 50% of the individual coverage premium and 65% of family coverage premiums. This payment continues for the entire period of employment.

The chairman finds no justification for a severe difference in the coverage provided to employees hired since June 1, 1980. One class of employees, those hired after June 1, 1984, will never achieve fully paid coverage under the existing language. Employees hired after June 1, 1980 but before June 1, 1984 did not enjoy the 100% premium coverage from the onset of employment which is provided to most members of police units in the State.

The chairman concludes that since 1980, the PBA has agreed, at the least, to pay some of these health insurance premiums until the employee reaches the rank of Patrolman-1st Grade. For new employees, continuance of the June 1, 1980 condition will meet the Village principle that employees should assume some of the cost of health insurance coverage. A ruling returning the parties to the situation existing after June 1, 1980 will not provide employees hired after that date with the same benefits enjoyed by most police in the State. And the PBA panel member wishes that fact to be noted. But such a ruling will provide a significant improvement. After reaching the rank of Patrolman-1st Grade, employees will be on a par with most other policemen in the State.

Such a change cannot go into effect until the execution of the contract. If the improvement becomes effective as of June 1, 1987, it will cost \$73 per man, or an increase in Village cost over the two year life of the contract of .24%.

The chairman finds and rules that Article VIII Section 1 of the new contract shall delete the last sentence appearing in the expired contract. That sentence reads:

However, employees hired on or after June 1, 1984 shall pay fifty percent (50%) of the costs of their individual coverage premiums and sixty-five percent (65%) of the costs of their family coverage premiums as established by the State Health Insurance Plan.

2. Dual Hospitalization Benefits

The Village proposes the addition of a new Section 4 to Article VIII which would read:

Section 4: Members of the bargaining unit or their eligible family members shall not be eligible for New York State Empire Plan family coverage hereunder if their spouse has in effect coverage under said Plan or another employer's health insurance program providing at least the same basic coverage as said plan. This exception shall be continued only so long as the spouse has in effect the same or better basic coverage as provided to bargaining unit members hereunder. The Village can require any reasonable substantiation it may need to verify whether the spouse has such other coverage. If an employee does not comply with the Village's request for substantiation within thirty (30) days, the Village may terminate the family health insurance coverage for the employee after fifteen (15) days' written notice to the employee and to the Association.

The Association opposes such a provision in toto.

Dual coverage provides very little, if any, additional protection to an employee and his family. It is true, however, that the reason employees seek to retain such coverage is that a change of employment by either spouse may lead to at least temporary difficulties in providing coverage. But where dual coverage exists, the Village is paying significant monies to provide a benefit from which little is received by the employee.

In the course of the hearings, the Village disclosed that it had negotiated a compromise arrangement with its CSEA unit. The chairman finds this negotiated provision to be just and reasonable. This provision gives to the employee the voluntary option of dropping his coverage where the spouse is otherwise covered. Employees who exercise the option of waiving coverage under their contract receive payments of at least \$250 or \$500 (single and family contracts), i.e., they share in a part of the cost savings. The cost reduction which would result from adoption of this compromise provision cannot be computed because the number of employees who would elect to waive is not known.

The CSEA contract provision reads as follows:

2. Effective December 1, 1986, employees covered by the Empire Plan, at such employee's option, who are also covered by an equal or better health insurance plan may notify the Employer in writing on a form prepared by the Employer that they are electing to decline and waive all or part of the Employer-paid health insurance coverage for which they are and would continue to be eligible during the next twelve (12) months. The Employer will then pay such employee by December 15th either twenty (20) percent of the premium costs the Employer would have incurred during the twelve (12) months beginning or said December 1st absent such declination and waiver by the employee or the following applicable amount, whichever is smaller:

- (1) single coverage declined/waived \$250
- (2) family coverage changed to single ... \$250
- (3) family coverage declined/waived \$500

It is further agreed by the parties that any employee who elects to receive a cash payment hereunder may, at any time during said twelve (12)-month period for which said payment was made in advance to him/her, send written notice to the Employer that he/she wishes to resume health insurance coverage by the Employer's carrier. In such event, the employee's coverage by the Employer's carrier shall begin as soon as possible and shall include Employer-provided coverage during any waiting period provided the employee repays to the Employer the pro-rated portion of the cash payment previously received hereunder.

The Employer will allow employees to waive and decline coverage during said twelve (12)-month period in which case pro-rated cash payments shall be made to such employees. The same shall apply to employees whose coverage status changes from single to family during said twelve (12)-month period and who wish to decline and waive the additional coverage for the remainder of the twelve (12)-month period. Finally, employees who have received cash payments for declining and waiving family coverage hereunder and who become ineligible for family coverage during said twelve (12)-month period shall repay to the Employer the pro-rated portion of the cash payment previously received hereunder for said waiver.

The chairman finds and rules that a new Article VIII Section 4 reading the same as that quoted from the CSEA contract shall be included in the contract effective June 1, 1986 except that the effective date of Section 4 shall be December 1, 1987.

3. Night Shift Differential

The Association proposes that each member of the bargaining unit shall receive an increase of 5% of their total wages as a night shift differential. The Village opposes the demand.

The PBA demand is obviously costly. Only Buchanan and Ossining in Westchester County presently pay night shift differential. In light of the improvements which this award shall provide in health insurance, pay rates, differentials and longevity, the chairman finds and rules that a change of this magnitude cannot be awarded in this arbitrated contract. If the parties wish to provide such a differential, which is not widely enjoyed in the county, it should arise in a negotiated agreement where trade-offs are possible.

The chairman finds and rules that the night shift differential demanded by the PBA shall be denied.

4. Right of Physical Examination

The Village proposes a new Article XVI Section 3 (A) to read as follows:

The Employer reserves the right, at its discretion, to order a physical examination upon five (5) working days' advance notice. Such examinations shall not be ordered more frequently than once every twelve (12) months except where the examining physician recommends follow-up or referral examinations. The employee examined must agree in advance to release the results of this examination to the Employer. All such examinations shall be provided at the expense of the Employer or applicable medical plan either by a physician designated by the Employer or by a physician of the employee's choice if such physician renders a report in the form prescribed by the Employer.

The PBA opposes this demand.

Under present State law, the Village already has the right to demand physical examinations where there is "reasonable suspicion" of unjustified use of benefits, or of abuse of workmen's compensation leave, or of inability to perform duties. Section 72 of the Civil Service Law allows the employer on "reasonable suspicion" to require a physical examination. Section 207 (c) of the General Municipal Law also provides such rights to the employing entity. Furthermore, Workmen's Compensation carriers have certain refined rights to demand physical examinations.

No showing was made that an additional contract right in this area is necessary. Therefore, the chairman finds and rules that the Village demand shall be denied.

5. Termination Entitlement

The PBA proposes, as Article IX Section 4 (new), the following entitlement upon separation from service in the department:

Article IX, Section 4 (new)

As a termination entitlement, upon discontinuance of service with the Village after ten (10) years or upon service retirement or upon a retirement qualifying for accidental, ordinary or job-related disability, an employee shall receive the total of three (3) days' termination pay per year at the then-prevailing rate with payment to be made within a reasonable time after the employee's discontinuance of service with the Village.

The Village counterproposes for the same new provision:

Upon service retirement or upon a retirement qualifying for accidental, ordinary or job-related disability on or before May 31, 1988, an employee shall receive a total of three (3) days' termination pay at the then-prevailing rate of straight-time pay with such payment to be attributable to one (1) day for each of the employee's three years immediately preceding such retirement and with such payment to be made within a reasonable time after the employee's last day worked for the Village.

The cost of this item cannot be computed. Clearly, however, the PBA proposal would be more expensive than that of the Village.

Very few communities were shown to have such a termination entitlement. Both parties, however, propose that some provision be made for a payment upon separation for employees meeting service requirements and/or certain other reasons for separation.

Any entitlement would be a net improvement in the rights of police department members. Over the years, the parties will be able to enrich this provision if they agree that such action is desirable.

In light of this discussion, the chairman finds and rules that the more modest proposal is an appropriate beginning of an entirely new right. He awards the inclusion of the Village proposal in the contract and makes that right retroactive to June 1, 1986.

6. Accumulation of Compensatory Time

Article V Section 1 provides for payment of overtime under certain specified conditions. The PBA proposes in a new Section 2 to allow accumulations of compensatory time as follows:

Each member of the unit shall have the right to accumulate up to four hundred and eighty (480) hours of compensatory time at the rate of time and one-half.

The Village opposes this improvement.

Little oral argument was offered in support of this potentially costly benefit. In light of the substantial improvements set forth in this award, the chairman does not find that this benefit is justified. If it is to enter the contract, that improvement should be added by negotiation. The chairman finds and rules that the proposal for accumulation of compensatory time shall be denied.

7. Superholidays

Article VI Section 1 of the expired contract provides, effective January 1, 1986, for thirteen paid holidays. Section 1 requires, in relevant part:

These holidays shall be paid in one lump sum in the first payroll period in December in each year. Newly hired employees shall be paid only for those holidays occurring after their date of hire...

Section 2 requires an additional holiday day's pay for employees who work on Fourth of July, Thanksgiving Day, Christmas Day, or New Year's Day. These days are known as "superholiday[s]". The term of art refers to the fact that employees working on those days receive three day's pay for each day worked instead of two (base day, plus holiday day).

The Association proposes that employees working on any of the thirteen specified holidays receive a third day's pay as opposed to the present provision which pays a third day's pay only to employees working on the four designated superholidays.

The Village opposes any change in this contract section.

Village Exhibit 1 shows that only three Westchester Villages pay for more superholiday hours than are paid by Pelham Manor. Five villages pay the same number of superholiday hours as Pelham Manor. Two villages pay for fewer hours and eleven

villages pay for no superholiday hours. Among towns in the county, two pay for more superholiday hours than Pelham Manor, two pay for the same number of hours, two pay for fewer hours, and five pay for none. None of the six cities in the county pay for any superholiday hours.

This evidence shows that the Pelham Manor police employees already have above average superholiday benefits. (The PBA panel member stresses, however, that the Village police employees mandatorily give up holidays which other Village employees enjoy.)

The chairman concludes that there is no reason to impose a contract article increasing the number of superholidays. Consequently, he finds and rules that PBA demand for an increase in the number of superholidays shall be denied.

8. Work Schedule

At present, the work schedule of the department is 39.2 hours per week. The PBA proposes to reduce this work week while the Village proposes to increase it.

The PBA demand reads:

The work schedule shall be changed to provide for five (5) days on and eighty (80) hours off on a rotating basis.

This schedule, if adopted, would create a 36.52 hour week.

The Village demand reads:

Village proposes that the work schedule shall be seventeen (17) work days within a twenty-four (24) calendar day cycle.

Village Exhibit 24 compares the effects of these two proposals. The PBA proposal would lead to a work week of 36.52 hours as opposed to the present 39.2 hours. The Village proposal would increase the present work schedule to 39.67 hours per week. The present number of work days per year per man would be reduced from 255.5 to 238 under the PBA proposal. Work days would be increased to 258.54 under the Village proposal.

Village Exhibit 25 analyzes the cost of the PBA proposal for the 22 positions subject to the schedule. The total work hours would be reduced by 58.96 hours per week. At current contract rates, overtime to replace the lost manpower would cost \$92,000 annually. The Village equates the demand for a reduction of 2.68 hours per week to a demand for 6.85% wage increase. There allegedly may not be sufficient manpower to accomodate any reduction in the work week.

Patrolman Paul Perrozio testified for the PBA that the desired 6/6/5 chart normally is not met in the Village. More usual is a 5 man day shift, a 5 man evening shift, and a 4 man midnight shift. Minimum manning has been 4/4/3. The Village will not attempt to replace absentees on the day or evening tours if 4 men are present. (When needed, the department is able to obtain assistance from Pelham and New Rochelle.) The 4/4/3 manning requires 18 persons to provide coverage.

Union Exhibit 5 is the Bronxville chart which could be covered by 22 men, Patrolman Perrozio testified. A patrol force of this size will exist in Pelham Manor by April 16, 1987, the witness testified in March 1987. On April 16, 1987 Joseph DeGusto was scheduled to graduate from the academy and join the patrol force.

The chairman concludes that the length of work week is one of the central issues faced by these parties. There are many possible work schedules for a force of this size. To choose among them in the abstract would not necessarily lead to a solution which either party would desire.

The way to select among all of the alternative work schedules available is to negotiate a change. The result of such bargaining would be a work week better suited to the needs of the parties than anything which could be imposed by an outside neutral (and concurring panel).

The issue must be bargained, however. The PBA stresses its exhibit which shows that in 1980, 1982, 1984 and 1985, the Pelham Manor work year of 255.5 days was consistently among the highest for Westchester Villages. The issue of the work week will not disappear. But an interest arbitration is not the best vehicle for resolving it. A negotiated resolution is required.

The chairman finds and rules that both the demand of the PBA on the work week and that of the Village shall be denied.

Wages, Differentials and Longevity

The panel members agreed in executive session that the Village does not offer the defense on the economic issues of inability to pay. That circumstance makes it unnecessary to review the extensive budgetary information set forth by the parties.

The chairman notes that the settlements in Westchester County, the area which he considers to be the appropriate comparison, are well above the national or northeastern area consumer price index movements. An economic increase of 3.28% or 2.06%, which would reflect movements in these indices (see Village Exhibits 14, 15, 16A and B), would not comport with the realities of bargaining and/or arbitration settlements in comparable units. Nor would the 5.7% average 1986 increase for municipal employees be the most appropriate measure. (See Village Exhibit 9 and Village Exhibit 8.)

In the opinion of the chairman, the comparisons bearing the greatest weight are those to other Westchester village police units and those to the results of bargaining with the Pelham Manor fire and CSEA units. (See Fire and CSEA 1986 contracts, Village Exhibits 19A and B.)

Both contracts with the other Pelham Manor units came in at a lesser percentage increase for wages and fringes than

finally will be awarded by this panel. The 1986-1987 CSEA contract provided for wage increases of 12% over the two years and fringe benefit increases of .70%. The Uniformed Fire Fighter contract provided for a 1986 wage increase of 6.24% and a 1987 wage increase of 6.06%. Fringe increases for the two years amounted to 1.32%, so the total 1986-1987 settlement was 13.62%. (See Ex. U-19 C). A further internal comparison shows that as of May 31, 1986, a Patrolman-1st Grade earned \$30,400 while a Fireman-Fifth Grade earned \$28,518 (Ex. U-20).

Wages

The original wage proposals of the parties, as revealed in the petition and the response, had been the subject of much negotiation when the arbitration convened. The Association had originally proposed that the salary schedule and the starting salary be increased by 8% (compounded in each year.) The Village had proposed \$1200 increases each year in the salary of Patrolman-1st Grade and similar percentage increases of 3.95% and 3.80% for all other grades.

For the starting salary, the Village had proposed as follows:

Create a new salary schedule for employees hired on or after June 1, 1986 with starting salary frozen at \$21,500 for term of agreement and the salary steps between said starting salary and top grade restated each year to reflect equal increments.

The positions of the parties were formally the same in their arbitration presentations. Each, however, had to be cognizant of the Westchester County village settlements, of the other Pelham Manor settlements, and of the cost of non-wage items bargained or demanded.

The PBA exhibits on 1986 salary settlements, based on PERB data, were remarkably consistent with the June 1986 results in

the Westchester villages. In the State as a whole, the PBA volume shows, the top step for patrolmen rose by 6.48% overall and by 6.49% for negotiated settlements as opposed to 6.34% for arbitrated settlements. Downstate, the percentages were 7.15% overall, 7.22% negotiated and 6.43% arbitrated. The overall dollar increases in top grade patrolman averaged \$1538 in the state as a whole and \$2210 downstate.

The latest available data for Westchester villages show, effective June 1, 1986, 19 settlements with an average dollar increase of \$1993 and a percentage increase of 6.42%. In addition one settlement provided a June 1, 1986 increase of \$1078 (3.5%) and a December 1986 increase of \$957 (3.0%). The Westchester villages had 3 settlements above 6.5% and 7 at 6.5% (counting the split settlement). If Pelham Manor were to provide a 6.5% increase for the year beginning June 1, 1986, that settlement would be above the mean for the county villages, and exactly at the median. The dollar increase for Patrolman-1st Grade would be \$1976 or almost exactly the median for the county villages.

Within the Village, Patrolman-1st Grade would be earning \$32,376 or \$2078 more than Fireman-5th Grade. Both the dollar increase and the percentage increase would be greater in the police department. A somewhat lesser increase - 6.0% - than the firemen received in the second year would be equitable. Firefighters received 6.06%. A 6% increase for Patrolmans-1st Grade effective June 1, 1987 would yield a dollar increase of \$1942 and a June 1, 1987 salary of \$34,318.

Increases of 6.5% and 6.0% for the two years beginning June 1, 1986 for all unit members employed on or before May 31, 1987 will be equitable compared to increases in the State, in the County, and within the Village.

The chairman finds and rules that such increases costing

12.5% over two years shall be applied to each step and grade of the salary schedule existing as of May 31, 1986.

The Village proposes to freeze the starting salary of new hires at \$21,500 and then create a new schedule rising to unit-wide Patrolman-1st Grade salary in four equal steps. While such a change can be recommended, it would not be equitable to recommend the freeze and new schedule retroactively. Employees added to the police department since June 1, 1986 joined in the uncontradicted expectation that they would enjoy the salary schedule being negotiated to become effective on June 1, 1986.

Nevertheless, the Village proposal does have merit. The freeze and new schedule would provide some offset to the 13.9 cost of all items previously negotiated or awarded in this proceeding.

Therefore, the chairman finds and rules that Village proposal 9B shall be adopted except that the effective date shall be June 1, 1987. The awarded provision is:

A new salary schedule will be created for employees hired on or after June 1, 1987 with starting salary frozen at \$21,500 for term of agreement and the salary steps between said starting salary and top grade restated each year to reflect equal increments.

Differentials

Effective June 1, 1985 the pay of Sergeant was \$33,461 and that of Sergeant Detective was \$34,130. The 6.5% increase effective June 1, 1986 will change these figures to \$35,636 and \$36,348 respectively.

Patrolman Detective on June 1, 1985 was paid \$30,916. The 6.5% increase effective June 1, 1986 will raise this to \$32,926.

The Association proposes the following differential increase for these grades:

In addition to the basic salary increases as set forth in 7.A above, increase the following ranks by the specified additional dollar amounts:

- (i) Patrolman Detective -- two hundred (\$200.00) dollars on June 1, 1986 and again on June 1, 1987.
- (ii) Sergeant -- four hundred (\$400.00) dollars on June 1, 1986 and again on June 1, 1987.
- (iii) Sergeant Detective -- four hundred and fifty (\$450.00) dollars on June 1, 1986 and again on June 1, 1987.

The Village proposes the following on differentials:

In addition to the basic salary increases set forth in 9A above, increase the following ranks by the specified additional dollar amounts:

- (i) sergeant - one hundred and twenty-five dollars on June 1, 1986 and again on June 1, 1987.
- (ii) sergeant detective - the same

Charts presented by the PBA show Pelham Manor to have an above median percentage differential for Sergeant and a below average (or median) salary for Sergeant Detective.

Village Exhibit 2, which is consistent with the PBA charts, shows Pelham Manor to be 12th among 21 Westchester towns on Sergeant percentage differential. The Village proposal would maintain this position.

The chairman finds and rules that the Village proposal which will maintain Pelham Manor's relative position among the villages for Sergeant percentage differential is fair and reasonable both for Sergeant and for Sergeant Detective. The cost of this proposal is .09% per year. It begins to add a specific dollar amount to the salary increased by the across-

the-board percentage. Thus the percentage differential as well as the dollar differential for these ranks will increase.

Arbitrator Burkhardt believes the Patrolman Detective should also have a dollar differential created. Arbitrator Blessing alleges that such a differential for Patrolman Detective was not the subject of discussion during negotiations. The topic was not raised at the hearings before the panel. Hence, the chairman will not include an increase for Patrolman Detective in his recommendations and award.

The 6.5% increase will be added to the June 1, 1985 salary before the \$125 is added. Thus effective June 1, 1986, the salary of Serveant will be \$35,636 plus \$125 or \$35,761. The salary of Sergeant Detective on June 1, 1986 will be \$36,348 plus \$125 or \$36,473.

These 1986 figures will be increased by 6% effective June 1, 1987 and then the \$125 will be added. Thus the June 1, 1987 salary of Sergeant will be \$37,907 plus \$125 or \$38,031. The June 1, 1987 salary of Sergeant Detective will be \$38,661 plus \$125 or \$38,786.

The chairman finds and rules that the Village proposal on differentials be adopted.

Longevity

Effective June 1, 1985, the contract provided the following cumulative longevity schedule:

Consecutive Years of Service Completed	Longevity (Cumulative)
ten (10) years	\$450
fifteen (15) years	\$600
twenty (20) years	\$900

The PBA proposes the following changes:

	<u>6/1/86</u>	<u>6/1/87</u>
five (5) years	\$ 300	\$ 350
ten (10) years	550	600
fifteen (15) years	700	750
twenty (20) years	1,000	1,050

The Village proposes as follows:

D. Longevity

Change schedule for current employees as set forth below and add a new schedule for employes hired on or after June 1, 1986 as also set forth below:

Current Employees

	<u>6-1-86</u>	<u>6-1-87</u>
ten (10) years	\$450	\$450
fifteen (15) years	\$625	\$650
twenty (20) years	\$900	\$900

New Hires

ten (10) years	\$200
fifteen (15) years	\$400
twenty (20) years	\$760

Ten villages in Westchester provide some longevity pay after the fifth year of employment. Eleven villages including Pelham Manor do not. The chairman is not persuaded that after four consecutive years of increases, a fifth year is required for morale or other purposes. He shall not recommend the PBA proposal for a fifth year longevity payment.

On the other hand, if the Village wishes to greatly reduce the longevity benefits of new hires, that would be a major change which should be negotiated and not awarded. The chairman will not recommend a separate and lower longevity schedule for

new hires (despite the fact that the Village did win such a concession from the fire fighter unit.)

The other schedule steps deserve careful consideration. After 10 years the \$450 Pelham Manor longevity payment is above the current Westchester village median of \$425. The current 15 year Village payment of \$600 is equal to the median for police for the 21 villages. The current Pelham Manor 20 year payment is \$100 above the 21 village median of \$800.

Furthermore the police longevity payments are above those of the Village CSEA and fire fighter units at every level. The firefighters agreed to a lower new hire schedule which the chairman declines to order here.

Although the Village is competitive in this area, longevity is wage item for which an increase has a long term effect. The 10 year and 15 year levels are very close to those of the other villages. And the payments of the other villages may be expected to increase. The 20 year payment is above the village median. So less improvement is necessary.

The chairman finds and rules that the following longevity schedule be adopted effective June 1, 1986:

Cumulative Years of Service Completed	Longevity (Cumulative)	
	Effective June 1, 1986	Effective June 1, 1987
ten (10) years	\$550	\$600
fifteen (15) years	\$700	\$750
twenty (20) years	\$900	\$925

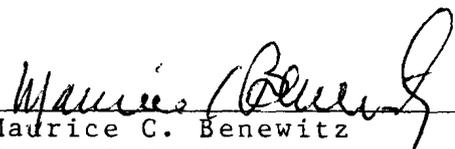
The cost of this improvement is .11% in the first year and .06% in the second.

Summary

The chairman has recommended and awarded that the contract effective June 1, 1986 between the Pelham Manor Police Benevolent Association, Inc. and the Village of Pelham Manor shall modify the contract expiring May 31, 1987 in the following ways:

- 1) All changes agreed upon prior to the arbitration and listed at pages 3a to 3d of this award are incorporated by reference into this award and are adopted. Cost .9%.
- 2) Effective June 1, 1986, Health Insurance shall be fully paid upon attainment of rank of Patrolman-1st Grade. Prior thereto, the member shall pay 35% of individual and family premium. Cost: 24%. Name reference shall be New York State Empire Plan.
- 3) Article IX Section 4 new shall provide to the employee with other health insurance coverage the option of waiving the benefit and receiving a payment of \$250 for the individual or \$500 for family coverage waiver. This shall be effective December 1, 1987.
- 4) There shall be a three-day's pay termination entitlement on the conditions set forth in the discussion.
- 5) Wages shall be increased 6.5% across-the-board effective June 1, 1986 and 6.0% effective June 1, 1987 except that for new hires as of June 1, 1987 a new salary schedule shall be created beginning at \$21,500 and going to top grade (restated each year) in four equal increments. Cost of across-the-board increase: 12.5%.

- 6) In addition to the above basic salary increases, the salary of Sergeant and Sergeant Detective shall be increased by \$125 each on June 1, 1986 and again on June 1, 1987. Cost: .09 per year.
- 7) Longevity schedules will increase for the 10th, 15th, and 20th year to \$500, \$700, and \$900 effective June 1, 1986 and to \$600, \$750, and \$925 effective June 1, 1987. Cost: .11% in 1986 and .06% in 1987.


Maurice C. Benewitz
Neutral Chairman

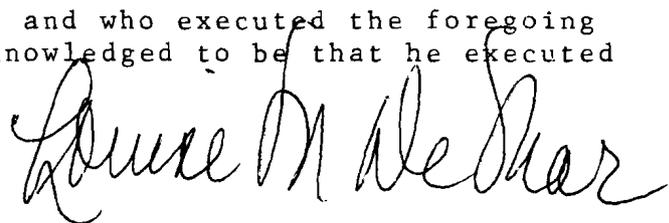
May 15, 1987

STATE OF NEW YORK)

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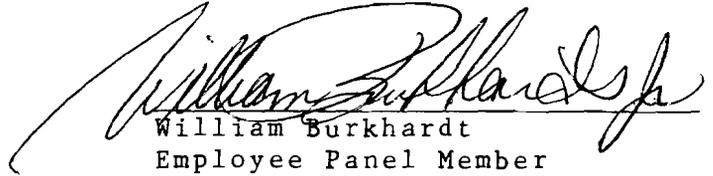
COUNTY OF NASSAU)

On the fifteenth day of May, 1987, before me personally came Maurice C. Benewitz, to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to be that he executed the same.



LOUISE M. DEMAR
Notary Public, State of New York
No. 30-5877400
Qualified in Nassau County
Term Expires July 31, 1988

I (concur with) (dissent from) this award


William Burkhardt
Employee Panel Member

DATED:

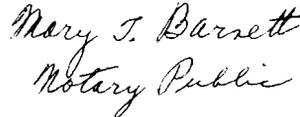
STATE OF NEW YORK)

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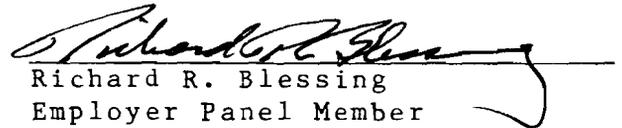
COUNTY OF WESTCHESTER)

On the 27th day of May 1987 to me personally came William Burkhardt, to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to be that he executed the same.

MARY T. BARNETT
Notary Public, State of New York
No. 4527482
County of Westchester
My Commission Expires March 30, 19
Dec. 31, 1988


Mary T. Barnett
Notary Public

I (concur with) (dissent from) this award


Richard R. Blessing
Employer Panel Member

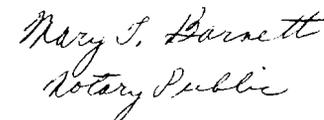
DATED:

STATE OF NEW YORK)

SS:

COUNTY OF WESTCHESTER)

On the 27th day of May 1987 to me personally came Richard R. Blessing, to me known, and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to be that he executed the same.


Mary T. Barnett
Notary Public

MARY T. BARNETT
Notary Public, State of New York
No. 4527482
County of Westchester
My Commission Expires March 30, 19
Dec. 31, 1988