

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD--ADMINISTRATOR

NYC FILE  
8-1-87

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In the Matter of the Arbitration between

THE VILLAGE OF IRVINGTON

-and-

IRVINGTON POLICE TAYLOR ACT COMMITTEE

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Case No.: IA-87-33  
M87-286

APPEARANCES

For the Employer

KEVIN PLUNKETT, Esq. - Of Counsel, Plunkett and Jaffee

JOHN DONAHUE, Esq. - Of Counsel, Plunkett and Jaffee

*Donahue*

For the Union

JOHN P. HENRY - Union Representative

BEFORE : PUBLIC ARBITRATION PANEL

RODNEY E. DENNIS - Chairman

JOHN HURSON - Employer Member

JOHN P. HENRY - Employee Member

BACKGROUND OF THE CASE

The parties to this dispute began bargaining for a successor contract on February 24, 1987. (The contract was to expire on June 1, 1987.) Numerous proposals were brought to the table by both sides and a number of bargaining sessions took place, but no agreements of substance were reached. In March 1988, after an unsuccessful attempt at mediation, a petition for Interest Arbitration was filed by the Employees. The undersigned was selected by the parties as the Chairman of the Interest Arbitration Panel. The Panel met on three occasions, during which efforts at settlement were made, even though hearings were in progress. The record was completed on October 25, 1988 and the Chairman was directed by the Panel to fashion a final award based on understandings arrived at during the proceedings, comparable settlements in the area, current economic conditions, and settlements with other employees of the Village.

At the outset of this award, it should be made clear that throughout these proceedings and in the final writing, the Panel considered and reconsidered the requirements and criteria stated in Section 209.4 of Civil Service Law. The final award in this case was structured in light of the requirements imposed by law on the Panel.

ISSUES IN DISPUTE

The Employees began bargaining with 17 issues and the Village with six. During the bargaining and the arbitration hearing, the issues were reduced to a total of nine. Of those open issues, some have been tentatively agreed upon. For the remainder, the differences have been narrowed considerably. In spite of the closeness of the parties' positions on the issues, an award is required in order to bring this dispute to a conclusion.

The open issues are:

1. Salary.
2. Rank Differential.
3. Health Insurance Issues.
4. Dental Insurance.
5. Payday on a Weekly Basis.
6. Longevity Pay.
7. Annual Payment for Holidays.
8. Life Insurance.
9. Uniform Allowances.
10. Buy-back of Unused Sick Leave.

SALARY

Differences in the parties' positions on salary had been reduced substantially by the conclusion of the hearings in this matter. The

parties were, at times, 1 percent apart and, at other times, 1½ percent apart. The major factor affecting the Village was its previous agreement with the CSEA Unit. With that Unit, the Village had agreed to a three-year contract at 6 percent in the first year and 5 percent plus \$500 in the second and third years. The Village argues that the extra \$500 awarded in the second and third years was a catch-up factor. CSEA employees had received smaller increases in the past than had Police Officers. This extra \$500 was not to be considered by the Arbitrator when considering the comparability of Police Officers and CSEA in this round of bargaining. For comparison purposes, CSEA received salary increases of 6, 5, and 5 percent. The \$500 bonus is not to be considered.

The Arbitration Panel has reviewed the evidence presented by each side on the salary issue and has concluded that when all factors are considered, a two-year salary agreement of 6 percent each year is fair and equitable and justified by the facts.

Arbitrated settlements in Upstate New York for 1987 averaged 6.63 percent. In Westchester, the settlements in 1987 ranged from 3.5 to 8.0 percent. The Consumer Price Index for the area is about 4.5 percent. When one considers the downward pull of the Consumer Price Index and the CSEA Agreement against the average salary increase paid to other employees in Westchester County and the arbitrated increases in Upstate New York, an increase of 6 percent each year is supportable.

AWARD

Year one: 6 percent.  
Year two: 6 percent.

RANK DIFFERENTIAL

The differential between ranks on the force has been an issue for a number of years and was an issue during the last round of bargaining. An equitable solution to the problem would be to increase the differential for Sergeants to 12 percent and to maintain all other differentials as they are at the present time.

AWARD

Increase Sergeants to 12 percent.

LONGEVITY PAY

Numerous proposals for longevity pay increases at various steps in the years of service ladder have been made. Some were designed to make radical changes in the system now used. The Arbitration Panel has rejected the longevity pay proposal of the Union and in its place has agreed to the same increase in longevity pay as for salaries.

AWARD

Longevity payments increase:  
6 percent each year.

HEALTH AND DENTAL INSURANCE

The most difficult issue to agree upon in this round of bargaining was health and dental insurance. At the present time, the Village pays 100 percent of all costs for both health and dental insurance. It has made a strong plea for some relief in this area and has requested the right to change carriers to effect economies. The employees should contribute some amount each month toward the cost of insurance.

This Panel is in full agreement with the Village that it must obtain relief in the health insurance area. In fact, there is no disagreement between the Village and the Union that health insurance costs have gotten out of hand. Both parties are willing to cooperate on lowering costs. The Union, however, does not agree that its members should contribute to the monthly premiums.

This Panel has engaged in numerous discussions with the parties on this issue and we have concluded that a fair settlement of this issue is as follows:

Employees will contribute 10 percent of the monthly premium for dental insurance. This represents "a foot in the door" for the Village in attempting to get employees to contribute to health insurance costs.

The Village has the right to change health insurance or dental insurance carriers as long as benefits now enjoyed are not reduced. If a change in carrier is contemplated, the Village will give the Union

90 days' notice. If the Union thinks the benefits are being reduced and cannot persuade the Village of its point, the dispute can be arbitrated, just as a regular grievance is arbitrated.

AWARD

The Village can change insurance carriers. Employees pay 10 percent of dental insurance premium. Disputes over change in insurance carriers can be arbitrated.

LIFE INSURANCE

The Village pays 100 percent of the cost of the current life insurance program. While added insurance under the same payment program is an additional cost to the Village, the Panel recommends that additional life insurance coverage of \$5,000 in year one of the agreement and \$5,000 in year two of the agreement be added to the Life Insurance package. The cost is minimal and the benefits, if needed, are substantial.

AWARD

\$5,000 additional insurance, year one.  
\$5,000 additional insurance, year two.

UNIFORM ALLOWANCE

Considerable discussion took place concerning the uniform allowance for current Police Officers and for new hires. It was agreed by the

parties that new hires would receive a \$500 uniform allowance the first year of their employment and \$525 each year thereafter. It was also agreed that regular police officers would have \$50 added to the current allowance in the first year of the new agreement and an additional \$50 in the second year of the agreement. The request for a \$100 maintenance payment is rejected.

AWARD

New hires \$500 and \$525.  
Regular employees \$50 added  
each year of new agreement.  
\$100 maintenance rejected.

PAY FOR HOLIDAYS

It was agreed that Police personnel would receive their annual holiday check in November of each year. Noone objected to this arrangement.

AWARD

Holiday pay in November  
of each year.

PAY DAY ON A WEEKLY BASIS

The Union has requested that Police Officers be paid once each week, just as other employees of the Village are. The Village contends

that to do the payroll once each week rather than once every two weeks is a cost item to the Village that must be taken into account by the Arbitration Panel.

The Panel has reviewed the issue and has concluded that providing weekly pay days for Police Officers will result in better morale and thus will more than offset the minimal cost of preparing weekly pay checks.

AWARD

The Police Officers will be paid weekly.

BUY-BACK OF UNUSED SICK LEAVE DAYS

The Village CSEA Unit adopted a sick leave buy-back plan in the 1987-1990 Agreement. This plan granted a \$6.00 per day buy-back of all unused sick days at retirement and a chance for employees who have accumulated 165 days of sick leave to sell back their unused sick days on an annual basis for \$8.00 per day or \$6.00 per day, depending on how many sick days the employee used in the year. The program (according to the Village) was agreed upon as an incentive for employees not to use sick leave days unnecessarily.

The Union, in this instance, has requested a similar buy-out program, but at considerably more money per day. The Village has countered with the argument that Police Officers should not receive more of a

benefit than CSEA employees.

This Panel has reviewed the facts involved in this issue and has concluded that Police Officers should receive more per day for a sick leave buy-out than CSEA employees based solely on the dollar value of a work-day. A rough estimate is that Police Officers at the higher levels (those affected by this benefit) make about one-third more per day than do the highest paid CSEA employees. On that basis, it is reasonable to conclude that the value of an unused sick leave day for a Policeman should be about one-third more than the day for a CSEA employee. The Panel therefore recommends that the schedule of payment for Police Officers buy-back of unused sick leave shall be as follows:

AWARD

Upon retirement, \$8.00 per day for all unused days up to 165.  
\$11.00 per day for all unused sick days on an annual basis after 165 days has been accumulated, if only one sick leave day is used in the year. \$8.00 per day for all unused days beyond 165 if 2, 3, or 4 sick days are utilized.

SUMMARY

This Panel has concluded that the package awarded by it, while conservative in many instances, is appropriate given the conditions that exist in Irvington. The Village for the first time has been awarded

a co-pay formula for dental insurance. This is in recognition of the need to reduce costs in the health insurance area and constitutes a first step in that direction.

The minimal payments per day for unused sick leave should also be considered by the Union to be a first step. Collective bargaining is, as we are all aware, a continuous give and take process. It is hoped that the parties to this agreement who did not fully satisfy their needs during this round of bargaining will achieve some of their desired ends during the next. This award can only be binding for a two-year period and that period ends May 31, 1989. When this award is made final, the parties must immediately begin bargaining for a successor agreement. The Panel hopes that they will reach agreement quickly and do not have to utilize the protracted impasse procedures that led to this arbitration award. All issues not mentioned in this award are rejected by the Panel

*Rooney E. Dennis* 1/25/89  
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Rodney E. Dennis,  
Public Panel Member and Chairman  
Notary Public, State of New York  
No. 0-4770307  
Qualified in New York County  
Commission Expires March 30, 1970

*John Hurson*  
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John Hurson,  
Public Employer Panel Member

*John P. Henry*  
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John Henry,  
Employee Organization Panel Member

January 23, 1980  
*Kevin J. Plunkett*  
\_\_\_\_\_  
KEVIN J. PLUNKETT  
Notary Public, State of New York  
No. 60-4692276  
Qualified in Westchester County  
Certificate filed in Westchester County  
Commission Expires ~~March 30, 1981~~

*Paul D. Hartman*  
\_\_\_\_\_  
PAUL D. HARTMAN  
Notary Public, State of New York  
No. 4741118  
Qualified in Westchester County  
Commission Expires March 30, 1989

June 30, 1989

MINORITY OPINION

P.E.R.B. Case Number IA-87-33  
Village of Irvington

-and-

Irvington Police Taylor Act Committee

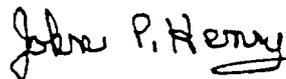
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In this Arbitration Award, the Chairman and the Panel have used for comparison on the issues of Dental Insurance and Buy-Back of Unused Sick Leave Days, the civilian bargaining unit of the Village of Irvington.

While this Panel Member concurs with the Award of the Panel, I also find it objectionable to compare benefits received by the Village's civilian employees with those being Awarded to police officers.

Police officers, due to the unique and special requirements of their profession, should rightly be compared with police officers in their geographical area when comparisons are used. I am fully aware that the statute calls for the Panel to consider the terms and conditions of employment of other bargaining units within the municipality, but barring any particular conditions, that in my opinion did not exist in this case, more weight should be given to the terms and conditions of employment that are being enjoyed by police officer in contiguous communities.

Respectfully submitted,



John P. Henry  
Employee Panel Member

JPH/lo