

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

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In the Matter of the Interest Arbitration

between

CITY OF NEW ROCHELLE

"City"

-and-

POLICE ASSOCIATION OF NEW ROCHELLE

"Union"

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Case Nos.
IA87-35: M87-393

APPEARANCES

FOR THE CITY

RAINS & POGREBIN, P.C.
Vincent Toomey, Esq., of Counsel
Matt Iarocci, Personnel Director

FOR THE UNION

KRUSE & McNAMARA, ATTORNEYS AT LAW
Maureen McNamara, Esq., Attorney
Alica Wenz, Legal Assistant
Al Schut, PBA President
Vivian Spisany, PBA Secretary-Treasurer
John Lanza, Detective
Tony Colotti, Police Officer

BEFORE: Bertrand B. Pogrebin, Esq., Employer Panel Member
Raymond G. Kruse, Esq., Employee Panel Member
Martin F. Scheinman, Esq., Public Panel Member

BACKGROUND

The parties are signatories to an Agreement which expired on December 31, 1987. Negotiations for a successor agreement were unsuccessful as were mediation efforts. Consequently, the Union filed a petition for Compulsory Interest Arbitration on March 18, 1988. Pursuant to the Rules and Regulations of the Public Employment Relations Board (PERB), the undersigned Panel was constituted to hear and resolve the dispute.

Hearings were held before us on September 29, 1988, December 6, 1988 and January 5, 1989. Thereafter, the parties submitted post hearing briefs, whereupon the record was closed. The Panel then met in Executive Session.

OPEN ISSUES¹

A. Union

1. DURATION - One year contract, January 1, 1988 - December 31, 1988.
2. SALARY - Across the board - 12%.
3. DETECTIVE DIFFERENTIAL - \$5,000 and eliminate the grade system of Detectives.
4. ASSISTANT EVIDENCE TECHNICIAN - \$2500 differential.
5. LONGEVITY - 3% at five years of service, 4% at 10 years of service, 5% at 15 years of service, 16th year and thereafter, 1% per year.

¹Certain proposals of the parties were withdrawn during the course of this proceeding and are not referred to herein.

6. DETECTIVES - ELIMINATE ARTICLE 6, SECTION 8(b)
(continuous investigation).
7. NIGHT DIFFERENTIAL - 10% of base pay for all hours worked between the hours of 3 p.m. and 9 a.m. if 4 or more hours of shift falls between said hours.
8. MINIMUM RECALL - 4 hour minimum recall commencing from time of call and continuing until time that the employee actually reaches home to a maximum of one hour each way.
9. LINE-OF-DUTY INJURY LEAVE - Employees to continue to accrue all benefits as if actually working when on line-of-duty injury.
10. ASSOCIATION LEAVE - PBA President to be excused full time for PBA business and Vice President to be excused half time for Association business.
11. ARTICLE 2 SECTION 8 - The President of the Union may designate up to 30 days leave for Association Officers in order to permit them to conduct Association business.
12. OFFICIAL FUNERALS - The President and all officers of the Association shall be assigned to official police funerals as if actually working during the attendance at same and shall be provided a marked police unit.
13. WORKERS' COMPENSATION - The City shall institute the full Workers' Compensation benefit and program as provided for in the New York State Retirement and Social Security Law.

14. 207-c PROCEDURES - Formal procedures shall be implemented providing for due process and an independent Hearing Officer on all matters of dispute and line-of-duty injuries (the PBA will agree to accept the Workers' Compensation Board determination in lieu of this procedure.)

15. WORK YEAR - All employees to work 232 days with elimination of all chart and/or training days.

16. HOLIDAYS - 2 additional holidays to be provided to wit: May 1 (Police Memorial Day), and Good Friday.

17. VACATIONS - Vacation schedule to be implemented as follows:

During first year	10 days
During second year	12 days
During 3rd through 5th	15 days
During 6th through 12th	20 days
During 13th through 15th	27 days

During 16th year of service & each year thereafter - 30 days. All vacation to be implemented on a working day basis.

18. RECALL FROM VACATION - Any employee recalled from vacation shall be reimbursed - all expenses including expenses of any companion.

19. SICK LEAVE - Unlimited sick leave policy to be implemented or, in the alternative, 26 sick days per year accumulated to 520 days with payment in full of first 232 days accumulated upon retirement or resignation.

20. GRIEVANCE AND ARBITRATION - Existing time periods to be

shortened to five working days. PERB procedures to be implemented for the selection of arbitrators.

21. DISCIPLINE AND DISCHARGE - All discipline and discharge cases to be heard before an impartial arbitrator selected in accordance with PERB rules.

22. PERSONAL LEAVE - All employees shall receive 6 personal days per year. All current restrictions on personal days to be eliminated.

23. HOSPITALIZATION (HEALTH INSURANCE) - All hospitalization, medical, dental and optical insurance to be fully paid by the City including premiums for families and for all members, including retired members.

24. WELFARE FUND - (life insurance or other insurance programs designated by the Association) \$500 per annum per employee.

25. UNIFORM AND CLEANING - Each employee shall receive a \$500 allowance for the replacement and purchase of uniforms and shall receive an additional allowance of \$520 for uniform cleaning.

26. All new employees shall be fully uniformed in accordance with uniform schedule to be attached to the collective bargaining agreement. Any and all new uniform issue ordered by the City is to be provided by the City at no cost to the employee.

27. LOSS OF PERSONAL ITEMS - Employees to be reimbursed in full for all lost or damage to personal items including automobiles.

28. DISABILITY RETIREMENT - Any employee who applies for benefits and is denied those benefits by the New York State

Retirement System shall be afforded the opportunity to call witnesses including expert witnesses on said employee's behalf at full City expense in any hearing held by the New York State Retirement System in accordance with the denial of said benefits.

29. PROMOTION PROCEDURES - Any employee that is "passed over" on a promotional list in accordance with the one-in-three rule shall be counselled by the City as to the reasons for said pass-over in order that said employee will be afforded the opportunity to correct any perceived deficiencies for future appointment.

30. LEGAL FEES - In the event that a police officer is sued for situations arising out of line-of-duty action taken, the City of New Rochelle will grant the employee up to \$10,000 in legal fees for the retention of private legal counsel. This is a pre-trial retainer and per diem trial amounts will be paid by the City at the rate of \$150 per hour.

31. STAND-BY-PAY - Any employee required to be on an on-call or stand-by status shall be compensated at the rate of one hour for each hour of stand-by or on-call time.

32. SHIFT CHANGES - That if an employee experiences any change of shift, the employee shall be compensated at the overtime rate for all hours of said shift change.

33. OPEN PERIOD - Subsection 8 of Article VII to be amended to provide a new open period to those employees who have exceeded 24 years of service.

B. City Proposals

1. HEALTH INSURANCE - provide 50% payment by Police Officers

for all coverages.

2. PERSONAL LEAVE - reduce allotment from three to one.

3. INCREMENTS - Provide a mechanism whereby increments may be withheld.

4. WORK CHART - implement a 5/72 work chart; i.e., five days on and 72 hours off.

POSITIONS OF THE PARTIES

A. Union

The Union presents a number of arguments in support of its claim that Police Officers in New Rochelle are entitled to significant salary and benefit improvements. Chief among these is a comparison between wages plus longevity in New Rochelle and other areas. According to the Union, these figures are:

Nassau & Suffolk County	\$40,768
Rockland County	39,019
Westchester County	35,002
Putnam County	32,841
New Rochelle	32,215

Moreover, the Union points out the downstate area as reported by PERB consists of Rockland, Westchester, Nassau and Suffolk counties. In these areas, the Union notes, average expenditure per person for police services is far less than in New Rochelle. For example, it notes, in Westchester County \$122.45 was spent per person in 1986, while in New Rochelle the figure is \$94.64. In fact, it notes, White Plains spent \$216.53 per person or more than twice what is spent in New Rochelle.

Given these statistics, the Union claims that the City is providing minimal support for its Police Officers. In its view,

this support must be substantially improved.

Furthermore, the Union argues that settlements in the relevant areas warrant a significant increase in salary. It notes that the average negotiated settlement for 1987 in the Downstate area was 6.64%. For arbitrated settlements, the figure was 7.53%. As the Union sees it, these statistics represent a base to which must be added a significant catch-up amount so that Police Officers here can earn wages comparable to their counterparts in other downstate counties. In the Union's view, the proposed 12% increase will permit its members to approach this parity. Specifically, it asserts, if its proposal is awarded, its members' wages would still be approximately 2.2% behind the rest of the County for 1988, assuming that unsettled jurisdictions received 6% increases for that year.

As to longevity, the Union submits that a substantial increase is warranted. In support of this position, it offers the following statistics

	Longevity 20 Year Average
Putnam County	\$ 757
Rockland County	1257
Westchester County	399
Nassau & Suffolk County	924
New Rochelle	257

These data, the Union urges, constitute strong evidence that the longevity stipend must be improved.

The Union also seeks a substantial increase in Detective differential, to \$5000 for all Detectives, without regard to their

grade. This is supported by the fact that Detectives now earn 5.6% more than a top grade Patrolman while the overall figure for Westchester County is 7.8% according to the Union.

Health benefits are a major concern of the Union's. It alleges that only five other departments in the County provide less than 100% of premium for their Police Officers. Furthermore, the Union notes, the Superior Officers in New Rochelle pay no health insurance premiums.

The Union points out that 55 of its members (38% of the bargaining unit) currently pay varying amounts of insurance premiums, which average \$821 per employee. In the Union's view, it is imperative for the Panel to redress this inequity by requiring the City to pay the full cost of the Empire plan for all Police Officers.

Similarly, the Union asks that its Welfare Fund proposals be adopted. It notes that substantial increases have occurred in other benefits provided by its Fund. To keep these benefits constant, increases are needed in the City's contribution, according to the Union.

On Work Schedules, the Union supports its proposals by claiming that bargaining unit members work 232.7 days per year in addition to an extra 15 minutes per day of early reporting time. Further, the Union suggests that the rotating cycle of 4 days on and 72 hours off increases stress among its members and severely limits any opportunity for secondary employment.

Moreover, the Union notes that in each year the rotating

schedule could be altered as a result of a training cycle. As the Union sees it, such interruption adds stress. Given these factors, the Union asks that its proposals be adopted in this area.

As to vacation, the Union's claim for additional vacations is based on its compilation of relevant data for Westchester County. According to the Union, the average number of vacation days is 20.1, while in New Rochelle it is 15.6. Hence, the Union submits, its proposed vacation schedule would redress this inequity.

Concerning Personal Leave, the Union claims that an increase beyond three is justified since only twelve departments out of 39 in the County have fewer than four personal leave days.

Concerning Holidays, the Union urges that great inequities exist here. It points out that Police Officers receive straight time or equivalent compensatory time if they are required to work on a holiday. Similarly, the Union notes that twelve holidays are currently provided for while the County average is closer to thirteen. Therefore, it urges that its holiday proposals be adopted.

Concerning sick leave, the Union suggests that benefits in this area must be substantively improved. It notes that there is no provision for unlimited sick leave or a sick leave payout upon retirement. In the Union's words, either is a "virtually universal benefit" for Police Officers in the downstate area. Accordingly, it asks either for unlimited sick leave or a sick leave pay out upon retirement.

The Union also seeks additional time off for Union business.

In its view, this time is necessary to conduct legitimate PBA matters.

The various "time off" proposals referred to above, are justified by an hourly wage comparison, according to the Union. While acknowledging that the work schedule in New Rochelle is better than in most other areas, the Union stresses that the hourly wage comparison establishes its overall inferior position. Specifically, the Union insists, the hourly wage for Top Grade Patrolmen is \$19.64 in Westchester, but only \$18.63 in New Rochelle. This difference, the Union argues, renders irrelevant the fact that its members work fewer tours than other Police Officers in the County.

Moreover, the Union asserts, Superior Officers in New Rochelle do far better than their subordinates. For example, it notes, there is a 20% differential between Top Grade Patrolmen and Sergeants in New Rochelle, while the gap is only 13% in the County. As such, the Union argues that its members can and should be treated more generously since Superior Officers are treated favorably.

On Detective Overtime, the Union contends that Article VI8(b) as written is unfair to Detectives for it allows the City to change a Detective's schedule to avoid paying him overtime. Thus, it asks that this proposal be adopted.

Concerning the Assistant Evidence Technician, the Union maintains that there are insufficient Evidence Technicians to perform their duties. As such, the Union submits, Assistant

Evidence Technicians make up for this insufficiency and deserve monetary recognition for this work.

As to Stand-by pay, the Union maintains that employees should be compensated on a "one-for-one" basis when they are on stand-by. At present, it notes, such pay is received on a "one-for-two" basis, ie., one hour of pay for every two hours on stand-by.

On minimum recall, the Union points out that most departments in Westchester County have a "four hour standard," while the minimum recall in New Rochelle is two and two-thirds hours. Hence, it seeks the increase to four hours.

As to Shift Changes, the Union argues that its proposal is necessary to compensate employees for the additional disruption caused by added shift changes.

Concerning retirement adjustment leave, the Union contends that making this benefit available to all Police Officers with 24 years of service will benefit the City. This is so, it argues, because additional employees will be induced to retire, thereby saving substantial sums when lower paid Officers are hired.

As to line of duty injuries, the Union contends that its proposals are necessary since the City has unreasonably applied current rules and regulations on this issue. As the Union sees it, the City has denied statutory benefits to which its members are entitled. In response, the Union notes, many grievances have been filed. It asserts that these proposals would eliminate the current inequities.

On loss/damage to personal items, the Union submits that full reimbursement is necessary. It points out that \$75 is the current maximum for reimbursement and that reimbursement is limited to "in the course of making an arrest." In the Union's view, both restrictions are unfair and ought to be eliminated.

Concerning uniform and cleaning allowances, the Union suggests that the current stipends are very low when compared to other jurisdictions. It also insists that the cost of replacing uniforms is far higher than the amount allocated for this purpose. Therefore, the Union reasons that substantial increases are necessary in these areas.

Discipline and discharge are matters which ought to be resolved by an independent arbitrator, according to the Union. In its view, a department member cannot be expected to be objective when acting as a hearing officer. Furthermore, the Union notes, many downstate departments substitute binding arbitration for other internal mechanisms regarding the imposition of discipline.

Finally, the Union seeks the counselling of any employee who is passed over for a promotion. In this way, the Union urges, employees will be apprised of their deficiencies so that they may correct them and become better Officers.

B. The City

The City argues that it can ill afford the wage increases sought by the Union. In support of this contention, it suggests that it has a very limited ability to pay any wage increases. Specifically, the City notes, it has a declining tax base while tax

exempt properties are on the rise (City Exhibit 23A). It is the City's view that any salary improvements must be weighed against its poor financial condition.

Moreover, the City argues, the relevant comparisons concerning salary improvements are not to other Westchester County Police Departments. Instead, the City insists, the relevant universe consists of New Rochelle, Mount Vernon and White Plains. (City's Brief, pp.16-17). Viewed in this light, the City stresses, New Rochelle's Police Officers are well paid and deserve increases far below the 12% sought by the Union.

In fact, the City asserts, the maximum increase for Police Officers has already been set by an award issued for Firefighters in New Rochelle. That Award granted salary raises of 5.5% for 1987-88, with small increases in longevity and dental benefits. Moreover, other Unions in this jurisdiction received similar 5.5% increases, the City notes. Thus, 5.5% is the maximum raise which should be awarded, according to the City. In fact, it urges, given a decline of parking and traffic summons revenue resulting from lax enforcement, by Police Officers substantially less than a 5.5% increase is justified.

In sum, the City urges that less than a 5.5% salary raise is warranted. Furthermore, it stresses, no other economic or non-economic proposal of the Union's ought to be adopted.

As to the City's own proposals, it seeks a 5/72 work chart. That is, it asks that Officers work five tours of duty and then have 72 hours off. This item is warranted, in the City's view,

because Police Officers in New Rochelle work fewer tours than their counterparts elsewhere.

Concerning increments, the City insists that a system for withholding an increment for poor performance is necessary. In its view, such a procedure would have discouraged the lax enforcement which has resulted in the issuance of fewer summonses. As the City puts it, under the current system, "...once an officer has completed his or her probationary period. [he or she] can simply go through the motions." (City Brief, p.69).

Concerning Personal Leave, the City asks that the current allotment of three per year be reduced to one. This is needed, the City urges, because Police Officers receive a disproportionate amount of personal leave when compared with others similarly situated (See City Exhibit 71).

On Health Insurance, the City points out that the cost of this benefit is constantly rising. In its view, having all Officers pay part of the premium would encourage prudent utilization of this benefit. Therefore, it asks that it be required to fund no more than one-half the cost of health insurance for all current members of the Department.

OPINION

Several introductory comments are appropriate. The Panel is required to follow the statutory criteria concerning the items in dispute. These criteria are:

- a. comparison of 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.

With these factors in mind, the Panel turns to the specific circumstances of this dispute.

Obviously, one of the most important items is that of wages. The Union sought a 12% increase. The Panel does not agree that 12% or any figure near it is justified. This is so for a number of reasons.

First, and foremost, is the pattern of settlements within New Rochelle to consider. These settlements are of primary importance. They deal with the same employer. They cover periods similar to the ones in dispute. Absent compelling reasons to the contrary, they establish parameters if not a pattern for resolving the current dispute.

The record reveals that other units received 5.5% for 1988. More specifically, Firefighters received that amount for the same period.

The Firefighter settlement is instructive and relevant. While

there are differences in the terms and conditions of employment, both units protect the the people and property of New Rochelle. Most significant, the two uniformed forces are subject to the same interest arbitration statute. As such, great weight must be given that settlement. (See Civil Service Law section 209(4)(c)(v)a).

As noted above, Firefighters received a 5.5% increase for 1988. Thus, that settlement would suggest that a similar increase is warranted for Police Officers for the same period of time.

The Union suggested that salaries of New Rochelle Police Officers are far less than that of other Officers in the downstate area and in Westchester County. These assertions are accurate. However, the relevant universe is not the downstate area. PERB's statistics regarding "downstate" and "upstate" are not meant to constitute the relevant areas for the purposes of an interest arbitration panel. Instead, PERB's statistics are utilized for data collection and dissemination and suggest only that downstate settlements may vary from upstate settlements.

Moreover, the relevant universe with respect to New Rochelle has already been determined. The last interest arbitration panel between these parties dealt with this issue. It concluded that

Based on our independent study we are persuaded that at this time the relevant universe for comparison of terms and conditions is the cities of Mount Vernon and White Plains. The Union's attempt to expand the relevant universe is appropriate.
(City Exhibit 40)

Obviously, the relevant universe could change. However, nothing in the record warrants such a change. The fiscal status of the

relevant communities has not been substantially altered since that award was rendered. When the three cities are compared, 5.5% increases would place the Police Officers in New Rochelle in a comparable position to those in White Plains and Mount Vernon, taking into account the number of tours worked and other relevant data.

For these reasons, the Panel is convinced that a 5.5% for 1988 is justified. That improvement parallels the wages granted Firefighters for the same period. It is consistent with improvements elsewhere. It is also in line with advances in the Consumer Price Index.

In this context, the Panel specifically rejects the Employer's claim that less than 5.5% should be awarded. Even if revenues from summonses declined, the 5.5% figure should not be lowered. The salaries for the unit should not be conditioned on the amount of revenues the members of the Department generate. Thus, the Panel finds that the 1988 salaries should be as follows:

	(Percent Increase)
Step 1	\$19,420.00 (5.5%)
Step 2	\$25,091.00 (5.5%)
Step 3	\$29,404.00 (5.5%)
Step 4	\$33,716.00 (5.5%)

Should the Panel impose increases for 1989? Clearly, it should. This Award will be issued in the latter half of the 1989 calendar year. It would be invite labor relations chaos to require the parties to commence bargaining for 1989 at this time. Both the City and the Union have a right to some labor relations stability before the new Agreement expires.

What should the increase for 1989 be? In the Panel's view a raise of 6.0% at the top step is justified. The record reveals that Superior Officers received a six per cent raise for 1989. Anything less would result in a substantial increase in the disparity between Top Grade Patrolmen and their Superiors. This result should be avoided, if at all possible.

Furthermore, the Panel is also convinced that newer Officers should receive a stipend beyond the 6% raise. It is undisputed that many of these Officers have paid substantial sums, in excess of \$1000, towards their health insurance. These amounts are "after-tax" dollars, thereby representing an additional economic burden on the affected Officers. Thus, some adjustment is especially warranted for these individuals. Given these circumstances, the Panel awards the following salaries for 1989

		(Percent Increase)
Step 1	22,585	- (16.2% increase over 1988)
Step 2	27,596	- (10.0% increase over 1988)
Step 3	32,168	- (9.5% increase over 1988)
Step 4	35,739	- (6.0% increase over 1988)

Concerning the Welfare Fund, the Panel is convinced that some improvement is justified. It is undisputed that the costs of all benefits are rising. Increases in the City's contribution of \$25 for each year of the Agreement will help the Fund to maintain current benefits and will not unduly burden the City. Thus, the Panel finds that these increases are to be granted.

As to the Uniform Allowance, there is no doubt that some improvement is justified. The current allotment is \$350. By any comparison (i.e. to Mount Vernon and White Plains or to the other

Departments in the County), this figure is low. Obviously, uniform allowances affect all Police Officers equally, wherever they work. Thus, the Panel finds that increases to \$375 in 1988 and \$400 in 1989 will bring New Rochelle Police Officers more in line with their counterparts elsewhere.

In addition, the Panel finds that Police Officers hired as of January 1, 1989 ought to be given a greater uniform allowance during their first year of employment. This is to help offset the increased costs in acquiring the needed uniform etc., which is implicit in the first year on the job. Accordingly, we Award a \$600.00 uniform allowance, in lieu of the allowance received by other officers, for those new hires after January 1, 1989, for their first year of employment. In subsequent years their uniform allowance shall be the same as that of other officers.

On longevity, the Union has persuasively demonstrated that its members receive less than others similarly situated. For example, in New Rochelle the average yearly longevity is \$244 per Officer, while it is \$480 in White Plains. In addition, the Panel notes that the Firefighter settlement included increases in longevity. Given the parallels between the wage increases for the two units, a longevity improvement is justified for this unit. Accordingly, the Panel finds the following increases justified. For 1988, a raise of \$25 per longevity step and for 1989, an additional \$150 per longevity step. These raises will provide greater comparability for Police Officers in this area.

On loss/damage to personal items, the current maximum is \$75

per event. This figure is not realistic. Many items of personal wear exceed \$75. Thus, we are convinced, an increase to \$100 is justified. However, the Union's request to expand the circumstances under which Police Officers are reimbursed is rejected. Stated simply, any such improvement should occur through collective bargaining and not through this Panel.

Detective differentials also require an adjustment. It is true that the differential between Detectives and top grade Patrolmen is lower in New Rochelle than in other communities. This disparity, stated as a per cent, would increase if no improvements were made to the Detective differential. Given these factors, the Panel finds that a \$100 addition in 1988 is justified for each grade. In 1989, an additional adjustment of \$125 is warranted.

The issue of Health Insurance is of major importance to the parties. On one hand, Officers hired after 1983 face substantial costs for health insurance premiums. On the other hand, the City has a legitimate interest in keeping these costs down.

The Panel has carefully reviewed the record on this issue. Clearly, it has been a source of contention for many years. Ultimately, it must be the parties themselves, and not this Panel, which must resolve the health insurance dispute. At best, anything this Panel can do will provide interim relief only. Otherwise, given the volatility of health insurance premiums, any permanent finding by the Panel could produce unintended results, far beyond

the contemplation of either party.²

In this context, the Panel finds one argument of the Union's persuasive and requiring interim relief. That concerns the economic burden on Police Officers hired after 1983. At present, the cost to the Officer varies with the plan selected. Two such plans are Blue Cross Healthnet and Statewide Empire. If the Healthnet family plan is chosen, the Officer pays over \$500 per year. If the Empire family plan is selected, the cost is over \$2000 per year. In either case, the employee must contribute substantial sums to the cost of health insurance.³ This is so despite the fact that Healthnet represents a substantial savings to the City, when compared to the Empire Plan, whose predecessor was the only one in effect prior to 1983.

Given these figures, the Panel is convinced that the City should be required to pay the full cost of the Healthnet Plan to those employees hired after January 1, 1983 who select it. As a result, Police Officers desiring good health insurance coverage will be able to obtain same, at no cost. Those wishing more expensive coverage may select it, but will be required to continue making contributions pursuant to the present system.

Moreover, this change is to last for the life of this

²In this regard, we reject the Union's argument that the City be required, after December 31, 1989, to pay a percent increase on Healthnet comparable to the percent increase which it will pay for that time period under the Statewide Empire Plan. While this proposal is logical, the fact remains that these decisions for post-1989 are best left for the parties to resolve themselves.

³Most Police Officers require family coverage.

Agreement only. By making the change temporary, the Panel is encouraging the parties to devise a permanent solution on their own. As noted above, that result is the ultimate, desirable one. The Panel's change is an interim one, designed to produce an interim and equitable solution to this vexing problem.

Finally, the Panel rejects the numerous other proposals of the parties. It is not necessary to repeat the same response to each proposal. Stated simply, neither party has made a persuasive case that any other proposal, not specifically discussed above, should be included in the successor agreement. Therefore, they are specifically rejected.

In sum, our findings above represent a proper balance between the legitimate needs of the employees and Union, and the equally legitimate rights and obligations of the City. Accordingly, we issue these findings in accordance with this Opinion.

AWARD

1. There shall be a two year Agreement, commencing January 1, 1988 and ending December 31, 1989.

2. Wages shall be increased to the following levels:

	1988	1989
Step 1	\$19,420	\$22,585
Step 2	25,091	27,596
Step 3	29,404	32,168
Step 4	33,716	35,739

3. Welfare Fund contributions shall be as follows:

Effective January 1, 1988 - \$200 per unit member
Effective January 1, 1989 - \$225 per unit member

4. Uniform and Cleaning Allowances:

Effective January 1, 1988 - \$375 per unit member
Effective January 1, 1989 - \$400 per unit member

Police Officers hired as of January 1, 1989 shall receive a \$600 stipend in their first year of employment.

5. Longevity shall be increased to the following levels

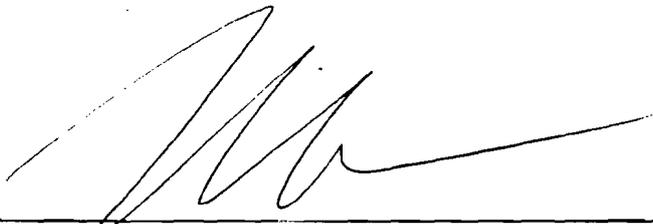
	Effective 1/1/88	Effective 1/1/89
After 5 years of Service	\$225	\$375
After 10 years of Service	\$325	\$475
After 15 years of Service	\$500	\$650

6. Detective Differentials shall be increased to the following levels

	Effective 1/1/88	Effective 1/1/89
Detective First Grade	\$2100	\$2225
Detective Second Grade	\$1875	\$2000
Detective Third Grade	\$1675	\$1800

7. Health Insurance: The current system shall remain in effect except that for those Police Officers hired after January 1, 1983, who participate in the Blue Cross Healthnet option. The City shall pay the full cost of that premium for any Officer electing Healthnet in 1989. The obligation to pay the full premium for Healthnet shall expire on December 31, 1989, however should no successor Agreement be in place by January 1, 1990, the City shall continue paying the same dollar amount it provided in 1989 for Healthnet costs pursuant to this Award.

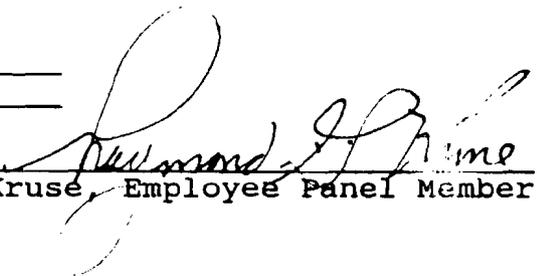
8. All other proposals of the parties are rejected.



Martin F. Scheinman, Chairman & Public Member

8/5/89

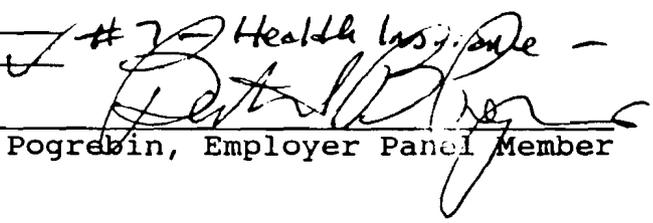
Concur _____
Dissent _____



Raymond Kruse, Employee Panel Member

Dissents #2 and #5

Concur _____
Dissent _____

2 - Health Ins. -


Bertrand Pogrebin, Employer Panel Member