

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 Compulsory  
Interest Arbitration

- between -

PORTCHESTER - RYE BROOK POLICE ASSOCIATION, INC.  
"Association"

Case No:  
IA88-19; M88-006

- and -

VILLAGE OF RYE BROOK  
"Village"

Pursuant to Section 209.4 of the New York  
Civil Service Law

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APPEARANCES

PUBLIC ARBITRATION PANEL

Dr. George S. Roukis, Chairman and Public Panel Member  
Terence M. O'Neil, Esq., Public Employer Panel Member  
Raymond G. Kruse, Esq., Employee Organization Panel Member

FOR THE VILLAGE OF RYE BROOK

Rains & Pogrebin, P.C.  
By Craig R. Benson, of Counsel  
Christopher Russo, Village Administrator

FOR THE PORTCHESTER - RYE BROOK POLICE ASSOCIATION

Kruse & McNamara, Attorneys at Law  
By Maureen McNamara, of Counsel  
Fred Bellantoni, President, Rye Brook Police Association, Inc.  
John Beltranello, Sergeant, Portchester - Rye Brook Police  
Association, Inc.  
Alice Wenz, Legal Assistant, Kruse & McNamara

Pursuant to Section 209.4 of the New York State Civil Service Law (NYSCSL), the New York State Public Employment Relations Board designated the Public Arbitration Panel to make determinations of the outstanding issues resulting from negotiations between the parties for an agreement to succeed the agreement which had expired on December 31, 1987.<sup>1</sup> Dr. George S. Roukis was designated as the Chairman and Public Member, Terence M. O'Neil, Esq., was designated as the Employer Member, and Raymond G. Kruse, Esq., was designated to serve as the Employee Member.

Accordingly, hearings were held at Rye Brook Village Hall on December 7, 1988 and January 12, 1989, at which time both sides hereinafter referred to as the Village and Association respectively, were afforded ample opportunity to present evidence and testimony germane to their positions. In addition, the Association submitted a Reply Memorandum to the Village's January 12, 1989 presentation and the Village subsequently submitted a Sur-Reply Memorandum.<sup>2</sup> At the conclusion of the hearings, the Panel met in executive session at Hofstra University on June 20, 1989 and again at the same location on July 20, 1989. This Opinion and Award was drafted by the Panel's Chairman, Dr. George S. Roukis.

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<sup>1</sup>Said designation was made on October 11, 1988.

<sup>2</sup>Following the submittal of the Reply and Sur-Reply Memorandums, correspondence was exchanged over the admissibility of certain evidence and a request by the Village for a brief hearing. By letter dated, May 9, 1989, the Panel's Chairman ruled certain evidence (new data) as inadmissible and denied the Village's request for another hearing date. These actions were consistent with the parties understanding reached on January 12, 1989.

STATUTORY PROVISIONS APPLICABLE TO COMPULSORY INTEREST  
ARBITRATION PURSUANT TO CIVIL SERVICE LAW, SECTION 209.4  
(As amended July 1, 1977)

"(iii) the public arbitration panel shall hold hearings on all matters related to the dispute. The parties may be heard either in person, by counsel, or by other representatives, as they may respectively designate. The parties may present, either orally or in writing, or both, statements of fact, supporting witnesses and other evidence, and argument of their respective positions with respect to each case. The panel shall have authority to require the production of such additional evidence, either oral or written as it may desire from the parties and shall provide at the request of either party that a full and complete record be kept of any such hearings, the cost of such record to be shared equally by the parties;

(iv) all matters presented to the public arbitration panel for its determination shall be decided by a majority vote of the members of the panel. The panel, prior to a vote on any issue in dispute before it, shall, upon the joint request of its two members representing the public employer and the employee organization respectively, refer the issues back to the parties for further negotiations;

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

- 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.

(vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

(vii) the determination of the public arbitration panel shall be subject to review by a court of competent jurisdiction in the manner prescribed by law.

ISSUES AT IMPASSE

1. Duration of Agreement
2. Compensation:
  - A. Salary
  - B. Detective-Sergeant Differentials
  - C. Longevity Differential
3. Clothing Allowance
  - Uniform and Maintenance for Police Officers
  - Clothing and Maintenance for Detectives
4. Vacations
5. Holidays
6. Personal Leaves
7. Medical and Life Insurance
8. Professional Development
9. Night Differential

BACKGROUND

The Village of Rye Brook which is located in Westchester County, New York, has a population of approximately 8,323 persons. The Village occupies 3.41 square miles and employs 22 full time police officers. This amounts to a ratio of 2.7 police officers per 1,000 inhabitants. The police officers are covered by a collective bargaining agreement and invoked interest arbitration for the first time in their collective relationship with the Village. Of course, a bargaining history preceded the instant impasse negotiations, but from the arbitral record, the Panel does not have clear specific indications as to how the parties reached prior settlements. In other words, the Panel lacks data as to whether predecessor negotiators used intra-county village comparisons or some other benchmark(s) of comparability reference.

By definition, and this point is pivotal, Westchester County is not a simple geographical entity. It is characterized by a mosaic of cities, towns, and villages. Each political subdivision negotiates separate labor agreements with its employees and each subdivision with varying degrees of emphasis uses the settlement criteria cited herein. In the instant dispute, the Village contends that inter-village comparability is indeed relevant, since Rye Brook mirrors other Westchester County villages in terms of population, force structure and basic political mission. It also points out that other interest arbitration Awards have used directly

or inferentially inter-village comparisons as the primary comparability criterion. In particular, it notes that the following Villages are most comparable in terms of force structure: Bronxville, Dobbs Ferry, Hastings, Irvington, Larchmont, Mount Kisco, North Tarrytown, Pelham, Pelham Manor, Pleasantville and Tuckahoe. It also referenced the Town of New Castle because of comparable size. (See Village Exhibit No. 5). By comparison, it contends that an analysis of the population to number of full time police officers in Westchester County towns shows an average of 22,003 persons to 48.1 police officers. (See Village Exhibit No. 7). Rye Brook has a population to police officer relationship of 8,323 inhabitants to 22 police officers. Using cities, i.e., Mount Vernon, New Rochelle, Peekskill, Rye, White Plains, and Yonkers, the relationship is an average of 68,910.5 persons to 189.17 police officers. Thus, it asserts that towns and cities are an improper basis of comparison.

The Association argues that Rye Brook must be compared with sub-divisions other than villages, since this produces a more effective intra-county comparison. It asserts that the population of a municipality as well as the number of police officers servicing it is a more meaningful measure, since it provides a fairer comparison of realistic work load. Thus, it maintains that those towns and villages with a police to population ratio of 2.0 and 2.9 should be used for inter-jurisdictional comparison purposes. Moreover, it observes that an inherent inequity exists, when January 1st is used as the basis of comparison, since it distorts the true

significance of a salary increase. On this point, it notes that almost all other Village contracts run according to fiscal year (June 1 through May 31) unlike Rye Brook which follows a calendar year. Accordingly, since these other villages receive compensatory increases in June rather than January, Rye Brook police officers do not enjoy this advantageous benefit. In effect, other police officers enjoy salary increases several months before Rye Brook police. Consequently, the Association argues that the end of year comparison, December 31, is a fairer basis of measurement than January 1.

The Panel also notes that the Village has not raised an inability to pay argument, though the Village argues that it should not be compelled to pay more than is fair. It observes that police officers in Rye Brook receive better pay and more time off than police officers in other comparable municipalities and a 4 or 5 percent increase will not change this status. Moreover, it further observes that Rye Brook police officers have done relatively well as compared to the Consumer Price Index (CPI). This latter point is not disputed by the Association. In any event, the median income in Rye Brook for 1987 was \$44,681.00 while the mean income or average was \$56,825.00.<sup>3</sup>

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<sup>3</sup>These income measures relate to Rye Brook residents.

1. Duration

The parties collective Agreement expired on December 31, 1987. The Association seeks a one year Agreement running from January 1, 1988 through December 31, 1988, while the Village seeks a two year Agreement ending on December 31, 1989. The prior 1987 Agreement ran for one year. In view of the delay in consummating a successor Agreement, including utilization of the Taylor Law's impasse resolution procedures, the seven months completion of calendar year 1988, and two year terms imposed by other interest arbitration awards, the Panel feels it would be in the public interest to impose a two year Agreement. This would reduce unnecessary conflict and produce a more stable bargaining relationship. It would be consistent with the contemplated purposes of the New York State Public Employment Relations Act. The successor Agreement shall run from January 1, 1988 through December 31, 1989.

2. Article I - Compensation

A. Annual Salary

The Association proposes a 10 percent salary increase across the board for all covered employees. The Village is amenable to a 4 or 5 percent salary increase.<sup>4</sup> There is no dispute

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<sup>4</sup>The 1987 calendar year salary schedule for Rye Brook police officers is referenced as follows:

	<u>Annual Salaries</u>	
start -	5th grade	\$22,689.00
	4th grade	\$25,752.00
	3rd grade	\$30,990.00
	2nd grade	\$32,910.00
	1st grade	\$34,828.00
	P.O. Detective	\$36,570.00
	Sergeant	\$40,052.00

regarding the Village's inherent ability to finance a compensatory increase, but the Village strongly disagrees with the amount requested by the Association and the relevant justifiable comparability measures cited by the employees.

In defense of its request, the Association argues that salary settlements in other Westchester County sub-divisions for 1988 have been in the 6 percent range for comparable towns and villages. It also observes that 6 percent or more increases were normative for many of these same jurisdictions in 1989.. (See Association Exhibit 100 for tabular delineation. See also Association Exhibit Nos. 31-32). It also points out that a police officer living in Rye Brook or the downstate New York area in 1987 would have had to earn \$38,042.00 a year to live on an intermediate level (middle class), and, as such, earning a First Grade police officer's salary of \$34,828.00 fell significantly short (10.2 percent) of the amount needed to maintain an average household.<sup>5</sup> It submitted a budget breakdown of the expenses incurred by the various families of Rye Brook police officers to demonstrate the efficacy of its assertion. (See Association Exhibit No. 22 for budgetary details. Also, Association Exhibit Nos. 15 through 21.) Moreover, as to

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<sup>5</sup>The Association noted that housing costs in Westchester County have increased significantly, particularly, since 1984. According to Multiple Listing Service of Northern Westchester, Inc., the average price of a single family home in 1984 was \$175,246.00. In 1986, it was \$260,687, and \$301,721 in 1987. In the first quarter, the average single family Westchester house sold for \$345,385.00. (See Association Exhibit No. 25.)

inter-jurisdictional compensatory comparisons, including cities, towns, and villages in Westchester County, First Grade Rye Brook police officers earned \$34,828.00 per annum as compared to an aggregated average of \$34,509.00 for the other municipalities (1987). When 25 year average longevity and night shift differentials were added, the total for Rye Brook amounted to \$35,140.00 as compared to the average of the other jurisdictions. (See Association Exhibit Nos. 27-28).

Furthermore, the Association argues that when starting salaries are examined for the cities, towns, and villages cited in Exhibit Nos. 29 and 30, Rye Brook police officers started at \$22,689.00 per annum as compared to an average of \$22,423 for the other municipalities. (According to the Association, the figures were based on 1986 salaries.)

The Village argues that only Westchester County villages are reasonable entities for comparison. It cited several interest arbitration awards to support its interpretative position and observed that this perspective comported with the statutory intent of the Taylor Law. It asserts that rather than compare Rye Brook with much larger cities or towns, the most relevant comparison should be limited to villages and more importantly, limited to those villages whose police forces are similar in terms of size with Rye Brook. In particular, it contends that when Rye Brook is compared to comparable villages, police officers in Rye Brook rank third (3rd) out of eleven (11) on starting salary and first (1st) out of eleven (11) on top grade salary. (See Village Exhibit No. 13).

Furthermore, when all villages are included, Rye Brook ranks fifth (5th) out of nineteen (19) on starting salary and second (2nd) out of nineteen (19) on top grade salary. (See Village Exhibit No. 14 for details.) If only the top grade salary is used for comparison inter alia comparable villages, Rye Brook ranks first (1st) out of eleven (11). (See Village Exhibit No. 15.) If all villages are compared on the same measurement Rye Brook ranks second (2nd) out of nineteen (19). (See Village Exhibit No. 16.) With respect to starting salary, the Village observes that Rye Brook ranks third (3rd) out of eleven (11) vis a vis comparable villages and fifth (5th) out of nineteen (19) for all villages. (See Village Exhibit Nos. 17 and 18.) Moreover, as of January 1, 1988, where salary settlements were in place, Rye Brook would rank second (2nd) out of twelve (12) on starting salary and third (3rd) out of twelve (12) with a 4 percent salary increase and first (1st) out of twelve (12) with a 5 percent salary increase. (See Village Exhibit No. 20.) The latter relates to top grade salary. If all villages are included for the January 1, 1988 measurement date, Rye Brook would rank third (3rd) out of twenty (20) on starting salary (assuming status quo) and fourth (4th) out of twenty (20) with a 4 percent increase and first (1st) out of twenty (20) with a 5 percent increase. (See Village Exhibit No. 20 for details.) The latter again relates to top grade salary. Similarly, with a 4% increase of the present top grade salary (\$34,828.00), Rye Brook would rank third (3rd) out of twelve (12) with respect to comparable

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<sup>6</sup>The figures are reflective of salaries on January 1, 1987.

villages and first (1st) out of twelve (12), if a 5 percent increase is awarded. (See Village Exhibit No. 21.) For all villages, the top grade salary would place Rye Brook fourth (4th) out of twenty (20) with a 4 percent increase and first (1st) out of twenty (20) with a 5 percent increase.<sup>7</sup> (See Village Exhibit No. 22.) Also, as of January 1, 1988, the Village points out that Rye Brook's starting salary ranks second (2nd) out of twelve (12) for comparable villages and third (3rd) out of twenty (20) for all villages.<sup>8</sup> (See Village Exhibit Nos. 23 and 24.)

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<sup>7</sup>The figures include the Town of New Castle, which the Village notes is comparable in size.

<sup>8</sup>The starting salary figure used in the comparison is the 1987 Rye Brook beginning salary.

FINDINGS

In considering the salary issue, the Panel is certainly mindful of the criteria advanced by both sides to support their positions. The Village has taken the position that only villages should be considered to determine an appropriate salary increase, since villages provide a more realistic basis of comparability. Unlike towns and cities, villages are more comparable in terms of relevant measurement criteria. Also, the Village points out there are some 11 villages in Westchester County, which are equivalent to Rye Brook in terms of force structure and population size. The Association argues that all municipalities in Westchester County should be examined, particularly, those jurisdictions having a police to population ratio of 2.0 to 2.9. It contends this is a more accurate reflection of work load.

However, as the Panel observed before, we have no indication as to how the parties settled prior negotiations. We were not provided with any bargaining history. Villages appear to be a more appropriate comparability measure, since they possess many common operational elements. Yet, an examination of the salary, fringe benefits, and conditions of employment in village contracts reveals significant differences. There is no uniformity among village contracts, just as there is no uniformity among towns and villages. The Village of Rye Brook, by and large pays its police officers reasonably well when compared with other jurisdictions and has the ability to finance a compensatory increase. Settlements in 1987 and 1988 range between 5 and 6 percent and these percentage increases

appear to reflect a salary pattern. In the Village of Pelham Manor, an interest arbitration panel awarded police officers a 6 percent increase effective June 1, 1988 and 5.5 percent increase, effective June 1, 1989. In the Village of Ossining, police officers received a 5 percent increase for 1987 and a 5 percent increase for 1988. In the Village of Scarsdale, police officers received slightly less than 6 percent for 1987 effective June 1, 1987 and 6 percent for 1988, effective June 1, 1988. We have no data as to comparable village salary increases for 1988 and 1989, though we take judicial notice that two interest awards had been issued following the close of the instant dispute's hearings. The Association's settlement chart covering reported settlements for all jurisdictions shows a 6 percent settlement pattern for 1988. Accordingly, and given this evidence, we believe that Rye Brook police officers should receive a salary increase of 5.5 percent for the period January 1, 1988 through December 31, 1988 and 6 percent for the period January 1, 1989 through December 31, 1989. These increases will maintain the Village of Rye Brook in the same comparable position vis a vis other villages and other jurisdictions.

B. SALARY DIFFERENTIAL - DETECTIVES AND SERGEANTS

The provision presently reads:

1. Effective January 1, 1979, salary for Police Officer - Detective will be 5% higher than Police Officer - First Grade
2. Effective January 1, 1974, salaries for Sergeant will be 15% higher than Police Officer - First Grade.
3. Whenever the rank of Lieutenant is created, the salary of a Lieutenant will be 15% higher than a Sergeant.
4. Whenever the rank of Captain is created, the salary of a Captain will be 15% higher than a Lieutenant

The Association seeks an upward modification of the differential between Detective and Police Officer First Grade. It argues that the present differential falls short of the average for towns and villages comprising a police to population ratio of 2.0 to 2.9. It submitted documentation showing that among 17 towns and villages, (comprising the above ratio), Rye Brook's differential was 3.7 percent short of the average. 5 percent as compared to 8.7 percent. (See Association's Exhibit No. 103). The Association also seeks a modification of the Police Officer First Grade-Sergeant differential. (See Association Exhibit No. 104). In particular, it asserts that while 8 communities cited in Exhibit 104 have a lower Sergeant's differential than Rye Brook, these communities employ police officers in ranks above Sergeant. (Rye Brook does not.)

The Village argues that the present Detective differential is competitively in line with comparable villages, since Rye Brook ranked fourth (4th) out eleven (11) when compared with comparable villages. Furthermore, when all villages are compared

Rye Brook ranked fifth (5th) out of seventeen (17). (See Village Exhibit Nos. 27 and 28.) Using the same data (compensatory rates as of January 1, 1987), Sergeants ranked second (2nd) out of eleven (11) when compared with comparable villages and second (2nd) out of eighteen (18) when compared to all villages. (See Exhibits referenced above.) In fact, the Village asserts, using the same data submitted by the Association, Rye Brook Sergeants still fared better than the comparable jurisdictions cited by the Association. 15 percent for Rye Brook as compared to 12.25 percent (See Association Exhibit No. 104.)

#### FINDINGS

In considering this issue, the Panel finds sufficient justification for raising the detective-police officer differential. Recognizing the impracticality of having a uniform differential between the detectives and sergeants, the evidence submitted shows that on a village comparison detectives rank somewhat lower on the rank order scale than sergeants. Furthermore, unlike the sergeants who compare more favorably with other municipalities on the differential issue: 15 percent as compared to 12.25 percent, Rye Brook detectives compare less favorably with the villages cited by the Association (Exhibit 103). For example,

Briarcliff Manor provides a 10.4 percent differential  
Croton-on-Hudson - 18.9 percent  
Dobbs Ferry - 11 percent  
Hastings-on-Hudson - 8.7 percent  
Ossining - 8.9 percent  
Pleasantville - 8.0 percent  
Scardale - 9 percent  
Mamaroneck and Portchester - 5 percent differential

Accordingly, given these findings the Panel does not find it unreasonable to raise the differential to 7.5 percent. This is half the amount provided to Sergeants. Said modification shall take effect January 1, 1988.

As to the sergeants differential, there is no justification to change the existing differential. It exceeds the percentage average of the other municipalities cited.

ARTICLE I - C LONGEVITY DIFFERENTIAL

Presently, Rye Brook police officers receive longevity increases based upon years of employment. A police officer who has completed eight (8) years of service now receives \$200.00. For twelve (12) years of service he or she receives an additional \$400.00. For sixteen (16) years he or she receives \$600.00. The Association is asking for longevity increases amounting to \$400.00, \$800.00, and \$1200.00 respectively for the same time periods. Thus, in support of its position, it contends that a comparative analysis of the twenty-five years longevity averages for police bargaining units in Westchester County (covering cities, towns, and villages), shows that Rye Brook on this compensatory measure is well below these jurisdictions. In essence, the average for these other municipalities is \$520.00 as compared to \$312.00 for Rye Brook. (See Association Exhibit Nos. 35 and 36.) If villages are only examined, Rye Brook ranks 17th out of 18 on the 25 years longevity scale. (See Association Exhibit No. 99.) If towns and villages, comprising a police to population ratio of 2.0 to 2.9 are compared, Rye Brook ranks 16th out of 17. (See Association Exhibit No. 98.)

By contrast, the Village argues that the present longevity differential is reasonable, since Rye Brook police officers receive a total salary and benefit package that is far more generous than the other villages in Westchester County.

FINDINGS

In considering this issue, the Panel agrees that the present longevity differentials are below comparable standards and accordingly,

*Revised*

awards the following ~~increases in~~ longevity differentials :  
\$300.00 after eight (8) years, \$600.00 after twelve (12) years,  
\$1,000.00 after sixteen (16) years. These increases bring Rye  
Brook into line with other jurisdictions. To be sure, there is no  
precise balance, given the diversity of longevity differentials,  
but the amounts awarded correct a visible imbalance.

ARTICLE II - CLOTHING ALLOWANCE

The uniform and maintenance allowance for police officers is presently \$650.00 per year. The clothing and maintenance allowance for detectives is \$700.00 per year. The Association seeks an increase of \$100.00 per year for both categories, arguing that Rye Brook's clothing allowance is out of line with other intra-county municipal sub-divisions, (i.e., cities, towns, and villages). Specifically, it asserts that other jurisdictions including several of the comparable villages identified by the Village provide cleaning and free uniform replacement expenses, in addition to a monetary allowance. (See Association Exhibit Nos. 76 through 78, and 113 through 114.) It also contends that similar benefits extend to detectives. These include cleaning and replacement allowances.

The Village maintains that it provides its police officers with ample monetary compensation for a clothing allowance vis a vis other comparable villages and, in fact is more generous than most villages. The Village also notes that while some villages provide for uniform or clothing replacement, this is offset by a lower monetary allowance. (See Village Exhibit Nos. 37 and 38 for a breakdown of village clothing allowances. These include comparable villages and all villages in Westchester County.)

FINDINGS

In evaluating the parties arguments and exhibits, the Panel finds that the clothing allowance for Rye Brook police officers is not unreasonable when compared to other jurisdictions. The

modifications requested by the Association are denied. However, recognizing changes in clothing allowance costs, including incremental increases in the Consumer Price Index, the Panel will increase the clothing allowance by the same percentage salary increase herein. 5½ percent for calendar year 1988 and 6 percent increase for calendar year 1989.

ARTICLE III - LEAVES

Vacations

The present Rye Brook police officers vacations schedule (1987) is set forth as follows:

After 1 year	10 working days
After 4 years	20 working days
After 9 years	25 working days

The Association requests the following changes:

After 1 year	15 working days
After 4 years	25 working days
After 9 years	30 working days

In support of its position, it argues that a comparative analysis of Westchester County municipalities shows that a modification is warranted. Specifically, it asserts that police officers in these other jurisdictions (including cities, towns, and villages) receive more total days off on a comparative vacation basis. This includes more vacation time for successive increases in service. (See Association Exhibit Nos. 64 through 66 for details.)

The Village disputes these claims, arguing instead that Rye Brook police officers have an enviable vacation schedule. It asserts that when comparable villages are compared with Rye Brook on the basis of a 10 year employee and 20 year cumulative vacation time, the average yearly vacation time for the comparable villages is 20 vacation days for the 10 year employee and 386 days on a 20 year cumulative basis. For Rye Brook, the average yearly vacation time for a 10 year employee is 25 days and 415 days on a 20 year cumulative basis. For all villages, Rye Brook's vacation time average remains the same, while the average yearly vacation time for a 10 year

employee is 19 days and 385 days on a 20 year cumulative calculation.  
(See Village Exhibit No. 34 for details.)

FINDINGS

Based on the record evidence, the panel does not find Rye Brook's vacation schedule out of line with villages in Westchester County or the other jurisdictions cited by the Association. There are differences, of course, in vacation schedules, but these differences reflect situation specific negotiations and bargaining trade-offs. Rye Brook's vacation schedule is quite in line with sister jurisdictions. The Association's proposal is denied. The present vacation schedule shall remain in effect in its entirety.

## HOLIDAYS

The Association has requested an additional holiday day to its present 13 paid holidays. It would add Martin Luther King Day as the 14th holiday day. It argues that this added holiday is warranted, since Martin Luther King Day is a significant national holiday. It submitted data depicting the holidays profile for municipal jurisdictions in Westchester County, including a holiday time breakdown by total hours for governmental units comprising a police to population ratio of 2.0 to 2.9. (See Association Exhibit Nos. 70 and 111.)

The Village, meanwhile, argues that its police officers receive more holiday time off than other comparable villages and more holiday time off than the jurisdictions cited by the Association. It notes that the 160 hours received by Rye Brook police officers is a full 48 hours higher than comparable villages and higher than the average for municipalities cited by the Association. The average for the municipalities cited by the Association amounted to 119.5 hours as compared to 160 hours for Rye Brook. Also, when the Association's holiday time by days for other jurisdictions is compared with Rye Brook, the average is 12.7 days compared to 13 days for Rye Brook.

## FINDINGS

In considering this proposal, the Panel concurs with the Village's position. We find no plausible basis for adding an additional holiday day, notwithstanding the national importance of Martin Luther King Day. On comparative basis, the Village of Rye

Brook exceeds other relevant jurisdictions on holiday time off.

The Association's proposal is denied.

Similarly, the Village's proposal for a reduction in super-holidays is denied.

ARTICLE IV - MEDICAL AND LIFE INSURANCE BENEFITS

C. Life Insurance

The present provision reads:

"The Village shall provide for a \$10,000 Life Insurance Policy, which includes an accidental death benefit clause, for each paid Police Officer, and pay all costs thereof."

The Association requests that the insured amount be increased to \$25,000. It argues that the amount is minimal when compared against comparable insurance coverage. In its Exhibit (87), it delineated 17 jurisdictions, including several villages which provide a life insurance policy.

The Village asserts that the present is adequate and consistent with normative levels.

FINDINGS

In considering this proposal, the Panel finds the coverage is the same as the Villages of Portchester and Pelham Manor, but below the villages of Pelham (\$30,000.00 coverage) and Mount Kisco (1 year pay). Other reported jurisdictions provide different levels of coverage, though most appear to be higher. Accordingly, the Panel finds sufficient justification to raise the coverage to \$20,000. Group life insurance is a relatively low cost benefit. However, this coverage shall not go into effect until ~~January~~ <sup>September</sup> 1, *Mr. A. H. H.* 1989.<sup>9</sup>

D. Life Insurance - Retirees

The Association also seeks to raise the life insurance coverage of retired police officers. The present coverage is \$7,500. The

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<sup>9</sup>Practically speaking, coverage would be prospective, since Carrier will not insure retroactively.

Association requests \$20,000. The Village asserts the present coverage is reasonable. In considering this Proposal, the Panel finds no justification for increasing this coverage. Based on the Association's chart, (87) there is minimal comparative information to formulate an intelligent assessment and consequently, no basis exists for awarding this proposed modification. This proposal is denied.

E. Optometry Plan - Vision

The present policy is set forth as follows:

<u>Optometry Vision Care</u>	<u>Allowances per person per 24 month period</u>
Vision and Health Eye Examination	\$35.00
Single Vision Lens - per Lens	\$18.50 (maximum \$37.00)
Bi-Focal Vision Lens - per lens	\$30.00 (maximum \$60.00)
Frame	\$50.00

The Association seeks the following changes:

1. The allowance period be changed to 12 months.
2. Vision and Health Eye Examination be increased to \$40.00.
3. Single-vision lens - per lens be increased to \$25.00. (Maximum \$50.00).
4. The Bi-Focal Vision lenses - per lens be increased to \$40.00 (maximum \$80.00).
5. Frame be increased to \$75.00.

In support of its position, the Association argues that optical costs have increased quite significantly, since this provision was first incorporated in the collective Agreement and thus, the

requested changes merely reflect an adequate adjustment to increased costs. In effect, it is a realistic continuation of the status quo.

The Village argues that the present optical benefit levels are reasonable, and, as such, change is unwarranted. Moreover, optical coverage is almost unique to Rye Brook, since few villages provide this benefit.

### FINDINGS

In considering this issue, the Panel finds sufficient justification to award an increase. Optical costs have indeed risen, though it is difficult to determine the precise amount. We believe that a modest increase reflecting the mid-point between the existing coverage and the Association's proposal is reasonable under these circumstances. Accordingly, the coverage shall be increased ~~as~~ <sup>as follows</sup> as follows:

1. The allowance period shall continue unchanged.
2. Vision and Health Eye Examination shall be increased to \$40.00.
3. Single-vision lens - per lens shall be increased to \$21.75 (\$43.50 maximum).
4. Bi-Focal vision Lens - per lens shall be increased to \$35.00 (\$70.00 maximum).
5. Frames be increased to \$62.50.

NEW PROPOSAL - VILLAGE

The Village contends that it desperately needs relief in the area of medical insurance costs. It notes that the recent increase in the Empire Plan has imposed additional financial burdens upon employers, and avers that accelerated increases will continue into the future. In justification of its position, it asserts that a comparative analysis of family insurance costs among the comparably identified villages shows that Rye Brook's average expenditure per employee exceeds the average of the rest. \$835.00 as compared to \$453.00. Further, it observes that when all villages are compared, Rye Brook's average expenditure per employee exceeds the rest. \$835.00 as compared to \$464.00. (See Village Exhibit Nos. 39 and 40.) Moreover, it points out that recent articles in the New York Times dramatically indicate that health costs have increased "far faster" than the rate of inflation, thus necessitating employees to pay an increasing share of medical costs. (See Village Exhibit Nos. 43 through 45.)

As additional support, it notes that the recent Village of Scarsdale interest arbitration award, requires new hires to pay part of the medical insurance premiums until said hires reach First Grade. Also, it points out that the recent Village of Pelham Manor interest arbitration award continues employee contributions. It was the Village's position that control was needed over rapidly rising medical insurance costs and accordingly, relief was urgently needed.

The Association contends that the Village is magnifying the medical costs issue out of all proportions, since only a handful of villages, and other jurisdictions, require employees to pay part of the insurance premium. It submitted a revised version of Village Exhibit No. 46 to show the known settlements in Westchester County since the Empire Plan increases. These settlements (12 reported) reflect jurisdictions, including towns, cities and villages. (See Association Exhibit No. 101.) According to the Association, of the 12 settlements listed, only the Town of Mamaroneck and the Village of Scarsdale require employees to now pay part of the premium costs. Further, it argues that retirement costs for Tier 1 and Tier 2 employees have dropped in recent years. In effect, these reductions offset rising insurance costs. Between 1979 and 1988, the Association points out, the rates for Tier 1 members have steadily fallen from 38.9 percent to 17.2 percent, while Tier 2 rates have fallen from 26.7 percent to 11.6 percent. (See Association Exhibit No. 102 for details - Contribution Rate Trend For Local Governments.)

#### FINDINGS

In considering this issue, there has been no showing that rising medical costs have actually burdened the Village of Rye Brook. There has been no showing that Rye Brook, at least from the record, is out of line with respect to other villages. A trend is emerging, however, toward employee contributions. On the other hand, the Village has persuasively shown that Rye Brook's family insurance costs are higher than the average of Westchester

County's other villages and has shown that medical costs are significantly increasing nationwide. In effect, it has made a point that warrants serious attention.

Accordingly, similar to the findings of the Village of Scarsdale's interest arbitration Panel, this Panel believes that a way is possible to balance the legitimate needs of the Village and the Association, that is, a system whereby new hires would pay part of the health insurance premiums for a time is fairest to all. It would not affect the real income of present employees and eventually new hires will not have to contribute, when they reach First Grade police officer status. The arrangement benefits all parties, since positive outcomes, though measurably spaced, accrue to present employees, the Village and new hires. Thus, effective September 1, 1989, all new hires as of that date shall pay 10 percent for individual health coverage and 25 percent for family health coverage until they achieve First Grade police officer status. From that time on for these employees the Village shall pay full premium costs. In awarding this modification, under strictly specified conditions, present employees will not be affected. New hires after September 1, 1989 will contribute as per the formula herein until they reach First Grade status.

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ARTICLE VII - PROFESSIONAL DEVELOPMENT

The Association seeks an upward modification of the maximum professional development reimbursement<sup>T</sup> presently provided to bargaining unit employees. The present maximum is \$900.00. The Association is asking for a \$300.00 increase or \$1,200.00 maximum. It is also seeking a new provision whereby employees would receive a stipend upon the attainment of a college or university degree:

Associate Degree	-	1 percent of the Police Officer's Annual Salary
Bachelor's Degree	-	2 percent of the Police Officer's Annual Salary
Master's Degree	-	3 percent of the Police Officer's Annual Salary
Doctor of Philosophy	-	4 percent of the Police Officer's Annual Salary

In support of its position, the Association argues that other municipalities provide higher educational reimbursement benefits and moreover, tuition and ancillary expenses have increased. (See Association Exhibits Nos. 82 through 85.) The Village asserts that present benefits are in line with other villages and consequently, the status quo should be maintained.

FINDINGS

In considering this Association's request for an increase in professional development reimbursement funds, the Panel finds no compelling <sup>Rye Brook</sup> reason to modify the \$900.00 maximum. Similar to the other villages delineated in the Association's Exhibit Nos. 82 through 85, which provide 100 percent tuition coverage, Rye Brook provides the same exact percentage coverage (100

percent) coverage. To be sure, at least from this exhibit there are indications that many of these villages do not have maximum reimbursement limits, but more important, we have no information that the \$900.00 maximum has adversely affected the educational goals of police officers. There has been no showing that unit members have been unable to pursue courses or a degree program because of this limit. On the other hand, it is not unreasonable to anticipate that educational expenses will increase and perhaps in negotiations for a successor agreement data will be available to support a change in the reimbursement limit. For the time being, the Panel finds no justification to modify the existing benefit. It is thus denied.

In a similar vein, the Panel finds no justification for adding the new stipend provision, since very few municipalities provide this benefit. There is no noticeable emerging trend that would warrant otherwise. From the chart submitted by the Association only the Villages of Bronxville and Buchanan provide stipends for the Associate's, Bachelor's and Master's degree and tuition reimbursement for courses in first aid and emergency medical treatment. The Town of Bedford provides a compensatory allowance for the attainment of an Associate's and a Bachelor's degree. Other municipalities provide modest amounts for the attainment of an Associate's degree.

NEW PROPOSAL - NIGHT SHIFT DIFFERENTIAL

The Association has requested that police officers assigned to work between 1600 and 0800 hours be paid a 10 percent night shift differential. It premised its proposal upon reported data that job stress is oftentimes related to rotating shifts and the lack of synchronization with normal home life. It notes that a recent article in the publication, "Psychology Today", June, 1988, issue, indicated that police officers working the "graveyard" shift were more likely to experience higher rates of alcohol and sleeping pill usage, accidents and estrangement in families. (See Association Exhibit Nos. 42 and 45.) It also observed that several Westchester County municipal sub-divisions provide some sort of night shift differential. These include the cities of New Rochelle, Westchester, White Plains and Yonkers and the villages of Buchanan and Ossining. (See Association Exhibit No. 41.)

The Village argues that the proposal lacks merit since virtually every village in Westchester County does not provide this compensatory benefit. (Exceptions being Buchanan and Ossining. See Village Exhibit No. 33.) Moreover, it contends that there has not been a showing that the night shift has adversely affected police officers nor a correlative indication that the work load was demanding. It submitted statistics depicting arrests for various criminal offenses within Westchester County by municipal subdivision and a tabular breakdown of summons issued by Rye Brook police officers for motor vehicle violations. (See Village Exhibits Nos. 48 through 51.)

FINDINGS

In considering this proposal, the Panel finds no justification to award this compensatory differential. The number of municipalities providing a night shift differential are too limited to form a persuasive comparability pattern and no evidence was submitted showing that the night shift was burdensome or deleterious to a police officer's health or family relationship.

Accordingly, the proposal is denied.

AWARD

1. Duration

The Agreement shall run from January 1, 1988 through December 31, 1989.

2. Compensation

A. Effective, January 1, 1988, the salaries of Rye Brook Police Officers shall increase by 5½ percent. Effective, January 1, 1989, the salaries shall increase by 6 percent.

B. The Detective Differential shall be increased to 7.5 percent.

C. The Longevity Differentials shall increase to the following amounts:

\$300.00 after eight (8) years of service

\$600.00 after twelve (12) years of service

\$1,000.00 after sixteen (16) years of service

3. Clothing allowance shall increase by 5½ percent in calendar year 1988 and 6 percent in calendar year 1989. Effective date of increases shall be January 1st.

4. Effective <sup>to September 9</sup> ~~January~~ 1, 1989, the Police Officer's life insurance coverage shall be increased to \$20,000.

5. Optometry Vision Care shall increase ~~as follows;~~ <sup>effective September 1989</sup> as follows;

1. Vision and Health Eye Examination shall be increased to \$40.00.

2. Single-vision lens - per lens shall be increased to \$21.75 (\$43.50 maximum)

3. Bi-Focal vision lens - per lens shall be increased to \$35.00 (\$70.00 maximum)

4. Frames shall be increased to \$50.00.

6. Effective, September 1, 1989, all new hires as of that date shall pay 10 percent for individual health coverage and 25 percent for family health coverage until they achieve First Grade police officer status. From that time forward, the Village shall pay full premium costs for these employees.

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NASSAU )

We, Dr. George S. Roukis, Terence M. O'Neil, Esq., and Raymond G. Kruse, Esq., do hereby affirm upon our oath as Arbitrators that we are the individuals described in and who executed this instrument, which is our Award.

July 24, 1988<sup>9</sup>

*John Burgett*  
Notary Public, State of New York  
Commission Expires March 30, 1991  
*George S. Roukis*  
Dr. George S. Roukis, Chairman and Public Member

NOTARY

July 26, 1988<sup>9</sup>

*T. M. O'Neil*  
Terence M. O'Neil, Esq., Public Employer Panel Member  
*Dissent on Items 2B, C, 3, 4, 5 and Holidays*

*David M. Wirtz*  
NOTARY  
DAVID M. WIRTZ  
Notary Public, State of New York  
No. 31-4676353  
Qualified in New York County  
Commission Expires *8/31/91*

July 31, 1988<sup>9</sup>

*Raymond G. Kruse*  
Raymond G. Kruse, Esq., Employee Organizational Panel Member  
*Dissents on items 2A and C*

ALICE T. WENZ  
Notary Public, State of New York  
4847182  
Certified in Rockland County  
Commission Expires *March 30, 1990*  
*Feb 28, 1990*  
*Alice T. Wenz*  
NOTARY

POSITION OF THE EMPLOYEE ORGANIZATION PANEL MEMBER

As Employee Organization panel member, I dissent from that portion of the award which deals with salary and with the imposition of health insurance payments on members newly hired as of September 1, 1989.

The imposition of employee contribution to health insurance is a considerable change in the collective bargaining relationship between the parties. Whatever cost increases were imposed upon public employers in the recent past, such was more than offset by the decrease in pension contributions. The relatively low rate increase percentage in the first year of the contract, most especially when imposed in combination with the health insurance change, is not supported by the evidence.

The employee panel member concurs with the balance of the award.



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RAYMOND G. KRUSE  
Employee Organization Panel Membe

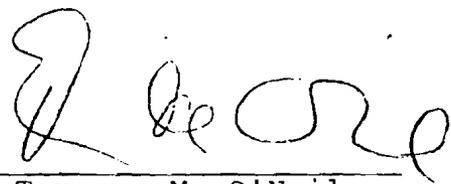
EMPLOYER PANEL MEMBER DISSENTING OPINION

While I am in agreement with the major aspects of the panel's findings (salary and health insurance), there are certain items on which I must dissent.

In the area of compensation, there is not sufficient rationale to support the panel's adjustment of the longevity and detective differentials. As the panel recognized, the police in Rye Brook are one of the most highly compensated forces in Westchester. Thus, while their longevity or detective differentials may be slightly lower than other comparable municipalities, their overall wage and benefits package more than compensates for this.

There is no rationale whatsoever for the panel's upward adjustments in the areas of clothing allowance, life insurance and optical benefits. With respect to clothing allowance, even though the adjustment is minor, the evidence presented to the panel showed that Rye Brook was already higher than most other municipalities. The same can be said with respect to the life insurance and optical benefits. In fact, the evidence presented at the hearing indicated that Rye Brook's contributions toward insurance costs (excluding health insurance) was far above the average contribution of all of the villages in Westchester. Given this already existing disparity, it is simply inexplicable why the panel would force the Village to increase its generous contributions in this regard.

Finally, I must dissent from the panel's refusal to reduce the number of super holidays. The evidence presented at the hearing established that Rye Brook is the only village in Westchester where all of the holidays are super holidays. Given Rye Brook's proven generosity with respect to salary and other fringe benefits, there is no reason why their officers should be receiving more time off for holidays than their fellow police officers in other villages in Westchester.



Terence M. O'Neil