

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Arbitration Between  
the Village of Irvington  
-and-  
Irvington Police Taylor Act Committee

Case No. IA89-30;M89-289

NYS PUBLIC EMPLOYMENT BOARD  
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CONCILIATION

APPEARANCES

FOR THE EMPLOYER:

John Donoghue, Esq. - Of Counsel, Plunkett & Jaffe  
Thomas Kelly, Esq. - Of Counsel, Plunkett & Jaffe

FOR THE UNION:

Edward L. Ford, Esq.

BEFORE: PUBLIC ARBITRATION PANEL

Rodney E. Dennis - Chairman  
John Hurson - Employer Member  
John P. Henry - Employee Member

### BACKGROUND OF THE CASE

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The parties to this dispute began bargaining for a successor contract on March 22, 1989. (The contract was to expire on May 31, 1989.) Numerous proposals were brought to the tables by both sides and a number of bargaining sessions took place, but no agreement was reached. On January 9th of 1990, after an unsuccessful attempt at mediation, a petition for Interest Arbitration was filed by the Employees. The undersigned were selected by the parties as Chairman and neutral member 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 April 16, 1990.

During the course of the negotiations between the parties and during mediation, the parties made attempts to reach agreement on a package which would cover the contract period of June 1, 1989 to May 31, 1993 (four years). Attempts to reach mutual agreement during Interest Arbitration hearings also concentrated on a four year agreement.

The Arbitration Panel, with the approval of the Village and the Taylor Act Committee, agreed to arbitrate this matter pursuant to Section 209.2 of the New York State Civil Service Law, and attached as Exhibit B is the stipulation allowing the Panel to issue an Interest Arbitration Award pursuant to Section 209.2 of the New York State Civil Service Law.

The Interest Arbitration Award herein constitutes a consent award and is issued by the unanimous consent of all members of the Interest Arbitration Panel.

### AWARD

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Except as amended by this Award, all clauses of the prior agreement (June 1, 1987 to May 31, 1989) shall be included in the new agreement between the parties.

### TERM OF AGREEMENT

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June 1, 1989 to May 31, 1993

### COMPENSATION

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Article II, Section 2,A shall be deleted.

Article II, Section 2,B shall be amended as set forth in Exhibit A of this Award.

#### LONGEVITY

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Article III shall be amended to reflect the following annual longevity entitlement on the dates indicated:

	6/1/89	6/1/90	6/1/91	6/1/92
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After 8 yrs of service	\$225.00	\$250.00	\$275.00	\$300.00
After 12 yrs of service	\$337.00	\$362.00	\$387.00	\$412.00
After 16 yrs of service	\$618.00	\$643.00	\$668.00	\$693.00
After 20 yrs of service	\$899.00	\$924.00	\$949.00	\$974.00

#### VACATIONS

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Effective for vacation selections which will be taken by bargaining unit members in calendar year January 1, 1991 to December 31 and each year effective June 1, 1990 and thereafter, Article IV, Section 1, shall be amended to provide a work day vacation as follows:

After one (1) year of service:	15 work days
After five (5) years of service:	20 work days
Sergeants:	25 work days

Article IV, Section 2, shall be amended as follows:

After one (1) year of service:	8 work days
After two (2) years of service:	10 work days
After five (5) years of service:	15 work days
After ten (10) years of service:	20 work days
Sergeants:	25 work days

#### LIFE INSURANCE

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Article IX, Section 1, shall be amended effective June 1, 1992 to provide that the Village shall assume the cost of premiums on \$50,000 life insurance on each member until retirement or other separation.

### CLOTHING ALLOWANCE

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Article X, shall be amended to provide annual clothing allowance reimbursement entitlement to each member according to the following schedule on the dates indicated:

	6/1/89	6/1/90	6/1/91	6/1/92
	-----	-----	-----	-----
During first year of employment:	\$525.00	\$550.00	\$575.00	\$575.00
After first year of employment:	\$475.00	\$500.00	\$525.00	\$550.00

Effective June 1, 1989, members may charge up to seventy-five dollars (\$75.00) of clothing allowance for the member's eyeglasses. Effective June 1, 1990, this amount allowed shall be increased to one hundred dollars (\$100.00).

### SICK LEAVE

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Effective June 1, 1992, Article XII, Section 6, shall be amended to provide:

Sick leave payment at retirement at the rate of ten dollars (\$10.00) per sick leave accumulation to a maximum of one hundred sixty-five (165) accumulated sick leave days. Members may elect, once they have accumulated one hundred sixty-five (165) sick leave days, to receive annual cash payment for unused sick leave days according to the following:

Sick Days Used In Year of Entitlement	Cash Payment for Unused Annual Entitlement
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0 - 1	\$14 per day
2, 3 or 4	\$10 per day

### PERSONAL LEAVE

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A new section shall be added to Article XIII, effective June 1, 1989. "Section 3 - Personal leave that is not used by the member during the fiscal year of entitlement shall, on June 1st of each year, be accumulated in a Personal Leave Bank, not to exceed ten (10) days accumulation."

PLUG-IN WORK DAYS

Effective June 1, 1990, members on the three (3) tour rotation schedule shall work five (5) additional days per fiscal year, without additional compensation, according to the following procedures:

The present three (3) tour rotation work schedule shall be continued. Members not working the three (3) tour rotating schedule shall not be required to give the plug-in days.

Plug-in time of less than four (4) hours shall be deemed four (4) hours.

Each member must volunteer for two (2) plug-in days for each twenty (20) calendar week period; if the member does not volunteer, the Chief may assign plug-in days in accordance with the following:

- 1) No member may be assigned a plug-in day on a paid holiday (except July 4 or Memorial Day) or during the member's vacation.
2) No member may be assigned as a plug-in day the 8:00 a.m. to 4:00 p.m. tour on the same day they are working a 12 midnight to 8:00 a.m. tour.
3) No member shall be required to work more than five (5) plug-in days per year. Despite the above rules, each member shall be required to work five (5) plug-in days in fiscal year 06/01/90 to 05/31/91.

For the purpose of the Fair Labor Standards Act, members shall be considered to be working an eighteen (18) day work period.

CHAIRMAN: Rodney E. Dennis Sworn to me this 31st day of October 1990. Notary Public, State of Florida No. 823732 Palm Beach County Commission Expires 10/16/91

EMPLOYER PANEL MEMBER: John Hurson Sworn to me this 17th day of October 1990. Notary Public, State of New York No. 60-468276 Qualified in Westchester County Certificate filed in Westchester County Commission Expires March 30, 1991

EMPLOYEE PANEL MEMBER: John P. Henry Sworn to me this 28th day of September 1990. Notary Public, State of New York No. 60-468276 Qualified in Westchester County Certificate filed in Westchester County Commission Expires March 30, 1991

Notary Public, State of New York No. 60-3176800 Qualified in Westchester County Term Expires March 30, 1991

## EXHIBIT A

COMPENSATION  
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Article II, Section 2, shall be amended as follows:

"Employees with creditable police service prior to June 1, 1990 shall be entitled to annual salaries as set forth below on the dates indicated:

	6/1/89 -----	6/1/90 -----	6/1/91 -----	6/1/92 -----
Police Officer V	\$30,552	\$33,149	\$35,520	\$38,059
Police Officer IV	\$31,278	\$33,937	\$36,364	\$38,964
Police Officer III	\$32,002	\$34,723	\$37,205	\$39,866
Police Officer II	\$32,726	\$35,508	\$38,047	\$40,767
Police Officer I	\$38,486	\$41,758	\$44,744	\$47,945

A. Employees hired after June 1, 1990 without prior creditable police service shall be entitled to annual salaries as set forth below on the dates indicated. In recognition of the increased cost of the Village's providing fully paid health insurance to members and their eligible dependents, the annual salaries of Police Officer V to Police Officer II have been reduced by an average of \$1,000 per year to offset the cost to the Village to provide fully paid health insurance for members of the bargaining unit.

	6/1/90 -----	6/1/91 -----	6/1/92 -----
Police Officer V	\$27,823	\$28,000	\$28,500
Police Officer IV	\$29,000	\$31,000	\$33,000
Police Officer III	\$31,000	\$33,000	\$36,500
Police Officer II	\$35,000	\$38,000	\$39,500
Police Officer I	\$41,758	\$44,744	\$47,945

B. The annual salary of Sergeants, Detectives and Youth Officers, regardless of their date of hire, shall be as set forth below on the dates indicated:

	6/1/89 -----	6/1/90 -----	6/1/91 -----	6/1/92 -----
Sergeant (12% over P.O. I)	\$43,104	\$46,769	\$50,113	\$53,690
Detective and/or Youth Offr. (10% Over P.O. I)	\$42,335	\$45,934	\$49,218	\$52,740

EXHIBIT B

AGREEMENT TO ARBITRATE MADE PURSUANT TO CIVIL SERVICE LAW SECTION 209.2

It is hereby agreed between the Irvington Police Taylor Act Committee (Union) and the Village of Irvington as follows:

1. The petition filed by the Union with the New York State Public Employment Relations Board to refer the impasse in collective bargaining between it and the Village to a public arbitration panel pursuant to Civil Service Law Section 209.4, is withdrawn and the dispute is submitted to arbitration for resolution pursuant to Civil Service Law Section 209.2.

2. The arbitrator shall be Rodney Dennis, 245 East 54th Street, Apartment 14M, New York, New York 10022.

3. The award shall be for a period of four years, retroactive to May 31, 1989.

Village of Irvington

By: [Signature]  
-----  
John M. Donoghue  
Attorney for Village of  
Irvington

10/22/90  
-----  
Date

IRVINGTON POLICE TAYLOR ACT COMMITTEE

By: [Signature]  
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John P. Henry  
Director of Labor Relations  
Tri-County Federation of Police, Inc.  
for Irvington Police Taylor Act Committee

9/27/90  
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Date