

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

CONCILIATION

Case No. IA91-009; M90-185

In the Matter of the Arbitration Between:

VILLAGE OF GREENWOOD LAKE

-and-

GREENWOOD LAKE POLICE BENEVOLENT ASSOCIATION

DETERMINATION

AND

AWARD

OF

ARBITRATION
PANEL

BEFORE: PUBLIC ARBITRATION PANEL

Public Member and Chair: Lois A. Rappaport

Employer Member: Robert E. Langan

Employee Organization Member: Mark Kotlarich

APPEARANCES: For the Association

La Bella, Chassie & Leffler, Counsel
by Anthony "Toots" Labella, Esq.

For the Village

Anderson, Banks, Curran & Donaghue, Counsel
by John M. Donaghue, Esq.
Richard, S. Altman, Esq.

The New York State Public Employment Relations Board, having determined that a dispute continues to exist in negotiations between the Village of Greenwood Lake ("the Village") and the Greenwood Lake Police Benevolent Association (the "Association") and further that this dispute comes under the provisions of Civil Service Law, Section 209.4 designated the above Public Arbitration Panel for the purpose of making a just and reasonable determination of this dispute.

A hearing was held before the Panel on October 21, 1991 at which time the parties were accorded full and fair opportunity to present witnesses, testimony, documents and other evidence in support of their respective positions. Following receipt of agreed-upon documents the record was closed on October 30, 1991. At the outset of the hearing the parties waived the stenographic record of the proceeding. The Panel met in Executive session on October 21, 1991 and November 30, 1991 (telephone conference.)

The Village and the Association have been party to a collective bargaining agreement since the 1970's. The last agreement expired on May 31, 1990. Negotiations commenced, however, the parties were unable to reach a successor agreement. In its June 10, 1991 petition to the Public Employees Relations Board for appointment of an arbitration panel, the Association listed one Article which had been agreed upon and six proposals for negotiations. By letter dated October 16, 1991 the Panel was advised that three of the six unresolved proposals had been successfully negotiated; thus three proposals remained before the Arbitration Panel: wage increase, health insurance co-pay, and sick leave buyout.

The Panel, in accordance with its obligations pursuant to Civil Service Law, Section 209.4, has taken into consideration, in addition to other relevant factors, the following:

- comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with wages, hours, and conditions of employment of the 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;

- the interests and welfare of the public and financial ability of the public employer to pay;
- 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;
- 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.

PROPOSAL 1: ANNUAL SALARY

Current Provision: The current salary schedule is set forth in Article VI of the 1988-1990 Agreement.

Association Proposal

The Association proposed, effective June 1, 1990, a 4% across-the-board wage increase; effective December 1, 1990 an across-the-board 5% wage increase; effective June 1, 1991 an across-the-board 8% wage increase and effective December 1, 1991 an 8% across-the-board wage increase. The Association asserts that its current salary levels are significantly below those in comparable jurisdictions and

the proposed increases would attempt to bring the salary levels up to those in comparable jurisdiction. The Association maintains that its proposed salary increase is commensurate with comparable jurisdictions and the Village has the ability to pay the proposed increases.

Village Proposal

The Village proposal, on October 21, 1991, was for a 4% wage increase in the first year and a 4% wage increase in the second year. The Village maintains that it is financially unable to meet the Association's demands given the current economic dilemma which it is facing. Further, the Village maintains that its proposal has been compared with other police jurisdictions which have geographic and demographic similarities to Greenwood Lake.

The Village contends that a review of economic indicators shows the Village has a stagnant tax base and the tax rate has almost doubled over the past ten fiscal years. In addition, there has been a decline in State aid, the limitation of federal aid, an increase in delinquent Village taxes and a marked decline in new construction. In light of these economic crises the Village contends its proposal is reasonable.

Discussion and Determination on Salary

The Panel has reviewed the salary data in the collective

bargaining agreements of thirteen jurisdictions which are both geographically and demographically similar to Greenwood Lake. In comparing the salary levels of officers with five years of service the Panel finds that the Police Officers in Greenwood Lake are below all but two locations. Also, the Panel has reviewed the salary percentage increases which these jurisdictions have negotiated. Finally, the Panel has taken into consideration the budgetary constraints which the Village has cited.

Based on its review of these considerations the Panel has determined that while it cannot award the increases proposed by the Association there is sufficient evidence in the record to support the following salary increases:

Effective 6/1/90 through 5/30/91 - Six percent increase

Effective 6/1/91 through 5/30/92 - Six percent increase

PROPOSAL 2: MEDICAL INSURANCE

Current Provision: The Provision on health plans is set forth in Article 7.1 of the Agreement. It states:

Medical Insurance

7.1 The employer shall pay all premiums on the present group medical insurance plan including present major medical coverage for all Police Officers and members of their families. The Employer will pay all present and future medical insurance group plan premiums for any member who retires after ten (10) years service in the Police Department of the Village of Greenwood Lake with a service connected disability incurred while a

member of the Police Department of the Village of Greenwood Lake. The aforementioned provisions shall be provided for the employee through a carrier of the Employer's selection. Medical Insurance Group Plan premiums for any member of the Greenwood Lake PBA who retires after ten (10) years service with a service connected disability will be paid by the Village provided said disabled employee becomes re-employed or self-employed. When this disabled employee becomes re-employed or self-employed, all such medical insurance premiums shall cease to be paid by the Village.

Village Proposal

The Village proposes that it pay all health insurance premiums for its officers, with the exception of new hires (including those transferring into PBA). With respect to the new hires the Village proposes that new hires would pay twenty (20) percent of the cost of their health insurance premiums.

Association Proposal

The Association proposes no change in the health insurance premiums.

Discussion and Determination

Upon review of the record the Panel has determined that Article VII shall remain in effect and the Panel accepts the Village's proposal to continue to pay all health insurance

premiums for its officers. However, any new hires (including those transferring into PBA) after June 1, 1991 (the second year of the contract) shall pay 20% of the cost of their health insurance premiums.

PROPOSAL 3: SICK LEAVE ACCUMULATION AND BUYOUT

Current Provision: The current provision is set forth in Article XII, 12.3

Association Proposal

The Association proposed that upon retirement an officer would receive one day's pay for every three days of sick leave if the officer retired with twenty years of service. One day's pay for every two days accrued with twentyfive years service and one days pay for every day accrued with thirty years service.

Village Proposal

The Village maintains that the current economic conditions does not justify a change in the current contract.

Discussion and Determination

The Panel determines that there shall be no change in the current contract provisions on sick leave accumulation and buyout.

In summary, on the three proposals set before it, the Panel has determined as follows:

(1) wage increases

effective June 1, 1990: six percent (6%) increase

effective June 1, 1991: six percent (6%) increase

(2) the following shall be added to Section VII

"New hires after June 1, 1991 shall pay 20% of the cost of their health insurance premiums."

(3) there shall be no change in Article XII

A W A R D

The undersigned, duly constituted as the Public Arbitration Panel, and having heard the proofs and allegations of the parties, hereby renders the following AWARD:

(1) wage increases

effective June 1, 1990: six percent (6%) increase

effective June 1, 1991: six percent (6%) increase

(2) the following shall be added to Section VII

"New hires after June 1, 1991 shall pay 20% of the cost of their health insurance premiums."

(3) there shall be no change in Article XII.

Date: December 16, 1991

Lois A. Rappaport
Lois A. Rappaport
Public Member and Chair

Appeared before me this 16th day of December, 1991, Lois A. Rappaport, to me known who did swear and affirm that she has executed the above and that all statements herein are true and correct to the best of her knowledge and belief.

Hisako Kobayashi
HISAKO KOBAYASHI
Notary Public, State of New York
Qualified in New York County
Commission Expires 1992

Date: DECEMBER 12, 1991

Robert Langan
Robert Langan
Public Employee Member
Concur X
Dissent

Appeared before me this 19th day of December, 1991, Robert Langan, to me known who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

Date: 12/12/91

Mark Kotlarich
Mark Kotlarich
Public Employee Member
Concur
Dissent X

Appeared before me this 2th day of December, 1991, Mark Kotlarich, to me known who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

Mary J. Royce, Notary
Mary J. Royce, Notary
4985161 Exp 8/12/93
State of New York