

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Arbitration Between
VILLAGE OF SOUTH GLENS FALLS
(Police Department),
Employer
-and-
VILLAGE OF SOUTH GLENS FALLS POLICE
BENEVOLENT ASSOCIATION
Union.

OPINION

AND

AWARD

PERB

CASE NO.

IA92-032,
M92-086

Before Public Arbitration Panel Members:

Michael S. Lewandowski, Chair.
James W. Roemer Jr., Esq., Member.
Edward W. Guzdek, Member.

Appearances:

For the Village: Elayne G. Gold, Esq.
For the Union: Kathleen R. DeCataldo, Esq.

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

On January 7, 1993, the South Glens Falls Police Benevolent Association ("PBA") filed a petition for compulsory interest arbitration with the New York State Public Employment Relations Board ("PERB"). The Village of South Glens Falls ("Village") and the PBA had reached impasse in their negotiations for a successor Agreement to the Collective Bargaining Agreement between the parties that expired on May 31, 1992.

In accordance with Section 209.4 of the Civil Service Law, the undersigned were designated as the Public Arbitration Panel members by letter dated April 8, 1993 from PERB. The panel met and conducted a hearing in the Village of South Glens Falls on June 10 & 11, 1993. The parties were represented by legal counsel and were afforded a full opportunity to present relevant evidence in support of their positions. Each presented witnesses for examination and cross-examination and documentary evidence including data collected concerning police departments that they considered to be comparable to that of the Village. The Public Arbitration Panel met in executive session on August 17, 1993 in Albany, New York. The content of this opinion and award reflects the results of consideration of the evidence presented against the criteria contained in the Fair Employment Act. The final disposition of the issues is the result of a unanimous vote of the panel.

The evidence presented by the parties was considered against the criteria set forth in the Law including but not limited to a comparison of wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions; the interests and welfare of the public and the financial ability of the public employer to pay; the peculiarities in regard to other professions such as hazard, educational qualifications, training and skills and the terms of

collective agreements negotiated between the parties in the past providing the compensation and fringe benefit package that currently exists for the bargaining unit members.

ISSUES

COMPENSATION: The PBA seeks an increase of \$1000.00 in the annual base salary of each member for each year of a two year agreement. The Village's seeks to increase base annual salary by \$500.00 for each year of a two year agreement.

The PBA presented data and witnesses who testified that the police officers in the Village provide services that are similar to those performed by officers in several area departments. They are required to achieve the educational and experiential qualifications standards for police work. Additionally, the PBA presented witnesses that attested to the Village's current fiscal condition, with particular notice of the ability of the Village to fund the salary and retiree health insurance demands that have been advanced by the PBA. Data presented by PBA witnesses indicated that the demands put forth by the PBA would not present a significant budgetary or tax burden to the Village. The data presented also shows that the PBA's members currently do not exceed, on average, salaries paid to officers on comparable forces. Additionally, the Village had reached agreement with the only

other bargaining unit in the Village, The Civil Service Employees Association and that agreement resulted in a \$1000.00 increase on annual base salary for each of the same two year period at issue here.

The Village argues that the \$1000.00 per year increase is too costly and that the salaries paid to the police are, on average, higher than the salaries paid to comparable police forces. It is the Village's contention that the salary demand, taken with the demand for retiree health insurance coverage would present an unbearable cost burden to the Village.

The panel considered the cost of the salary increase demand against the data presented concerning the Village's ability to pay the increase, the settlement provided to other Village units and the percentage value of the proposed increase compared against those granted to other police units. It was noted that the Village does have the ability to provide the PBA's demand without a significant cost or tax impact upon the Village and that the amount sought by the PBA is not only consistent with that granted other Village employees but is not excessive when compared to that negotiated by comparable police forces.

FINDING: It is the finding of this panel that the new agreement should contain provision for an increase in annual salary of \$1,000, effective June 1, 1992 and an increase in annual base salary of \$1,000, effective June 1, 1993.

ARTICLE XXI, GRIEVANCE AND ARBITRATION PROCEDURE:

The PBA seeks a change in the language of this article to provide for a member and his representative to have such time off from their regular duties as may be necessary for the presentation of a grievance, without loss of pay.

The PBA presented testimony that on one occasion, the Union President had to charge personal leave (which was later restored) to appear at an arbitration. The PBA also provided comparables which show that other police units do have a greater amount of union leave than that provided to members of this unit.

The Village opposes this demand because; 1) the time provided by the terms of the existing agreement adequately covers the time off needed for representation; 2) the proposed language is vague and 3) the proposed requirement to provide time off for two representatives would place an extreme strain of staffing for the small department.

FINDING: Recognizing that the patrol force consists of 5 full-time officers (augmented only by part-time police), the panel decided to deny the Union's demand that, by contract, 2 officers be granted time off to process grievances. Granting the demand would result in severe shift coverage restraints. The panel did note that the Village and the Union need to better coordinate the application of the existing provision. Consideration should be given by the Village towards granting time off for bonafide Union

activities whenever possible (consistent with Article XXV, UNION BUSINESS, thus reducing the Union's need to advance a demand for improved leave provisions.

RETIREE HEALTH INSURANCE The Union advanced a demand that the Village provide health insurance coverage for current members of the unit. The PBA presented evidence and asserts that the Village has the ability to provided this benefit and does so for members of the only other bargaining unit in the Village and for retired elected and appointed officials. The Union seeks comparable treatment.

The Union also notes that only one unit member is eligible to retire during the life of any new agreement implemented as a result of this award. That member has a wife who suffers from a serious medical condition and he would be faced with a significant financial hardship if he were to bear the cost of health insurance upon retirement.

The Village argues that the cost of this benefit prohibits including it in the agreement. The current cost of health insurance coverage for family coverage for an individual who is not yet 65 years of age is \$5,253.60 annually. The Village notes that this amount exceeds the cost of the \$1,000 per employee salary increase cost sought by the PBA.

The Mayor testified that he intends to seek movement away from

providing retiree health insurance coverage to Village employees. It is therefore anticipated that subsequent negotiations with the PBA will be impacted by the Village's treatment of the benefit in the future.

FINDING: The panel took notice of the benefit provided to other Village employees and recognized the value of the many years of service given to the Village by the sole member of the force who would qualify for this benefit. In recognition of the preceding, the panel finds it appropriate to provide the full cost of retiree health insurance (individual or family) to any PBA member with 25 or more years of service, who has attained the age of 55 and retires by the expiration date of the Agreement which results from this proceeding. This benefit expires at the conclusion of such an Agreement (May 31, 1994).

AWARD

1. Annual salaries of the members of this unit are to be increased by \$1000 effective June 1, 1992 and \$1000 effective June 1, 1993.
2. The Union's demand for new language in Article XXI, GRIEVANCE AND ARBITRATION PROCEDURE is denied.
3. Any member of the unit who retires with 25 or more years of service, and who has attained the age of 55 will be provided health insurance coverage in retirement (family or individual coverage). This benefit expires May 31, 1994.

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