

RECEIVED

DEC 13 1993

CONCILIATION

In the Matter of Interest Arbitration

between

Town of Vestal

and

Vestal Police Benefit Association

NYS PERB Case # IA93-09

Before: Dr. Mark Karper, Chairman
John E. Murray, Esq, Public Employer Representative
Edward W. Guzdek, Employee Organization Representative

Hearing Date: 10/6/93

Executive Session Date: 11/11/93

Award Date: 11/16/93

For the Town:
Daniel L. Gorman, ESQ
1104 Press Bld.
19 Chenango Street
Binghamton, New York 13901

For the PBA:
Edward J. Fennel
32 Zelenke Drive
RD #4
Wynantskill, New York 12198

Introduction

The Town of Vestal has exercised its option to have its own police department and in doing so ultimately created one of the largest municipal police departments in Broome County. Unlike some suburban police departments which are very small and poorly trained, it lists 32 full time members who have extensive training (making possible its NYS Certification) so that in most respects its operation is comparable to many medium sized cities. The other immediately surrounding municipal departments (excluding the City of Binghamton) are much smaller in size. According to the facts presented at the hearing there are no other Town Police forces in Broome County.

The Town of Vestal is located West of Binghamton in Broome County and has the highest per capita income and property tax values of any Broome County town. The Town has been fiscally well managed in the past, so that it has no pressing fiscal problems. It does face fiscal uncertainties in the future in terms of County revenue sharing but so does every other Town in Broome County. The Town did not claim financial exigency during its presentation so that this is not an issue before this panel.

The parties negotiated for a new agreement as a successor to an agreement which expired December 31, 1992 during the Fall of 1992 until impasse was declared on 1/4/93. Two mediation sessions were held on 2/11/93 and 3/16/93. Further mediation was terminated at the last session and the Vestal PBA initiated a petition for interest arbitration on June 1, 1993. Ultimately, this panel was appointed on August 13, 1993 with its first and only public hearing being held on October 6, 1993. The hearing was concise and informative. Both sides are to be commended for their cooperation in giving this panel all the information necessary for an informed decision.

The Interest Arbitration Panel is aware of its duties under Section 209.4 of the New York Civil Service Law and hopefully can render its judgement without disturbing the long term bargaining relationship of the parties by fairly taking into account the needs of both parties in accordance with the law.

Summary of Issues

Term PBA 3 years Town 1 year

Panel Position: Two years 1993 and 1994

Rationale:

By the time this award is issued at least 11 months of 1993 will have expired. As a result, two years represents a minimum term in order to avoid having the parties immediately back at the negotiating table.

Salary PBA 7% for 93, 94, 95 Town 1% for 93

Panel Position 3% 93, 4% for 94

Rationale:

The most comparable police department in Broome County is that of the City of Binghamton in terms of size and professional training. This award will keep the Vestal PBA in the same position relative to the Binghamton Police Department which is highest paid police force in the region.

Health Insurance

a) PBA: Keep existing coverage as is currently provided
Town: 5/10 Co pay on drugs, deductible change 250/750,
5% employee contribution

Panel Position: Keep existing coverage and co-pays as in the past agreement, including the system of direct reimbursement by the Town for expenses not covered under the new group policy since the actual Blue Cross/Blue Shield group policy for all Town employees has been already altered for police officers.

Rationale:

The wage increase which the panel has awarded in this case is similar to wage increases for police in other cases in which benefits were not reduced. The trade off between benefit reductions and wage increases is a complex issue which is best left to direct negotiation between the parties. The fact that the Town changed its policy for other Town employees is not a compelling reason for this panel to reduce benefits other than its explicit recognition of the direct reimbursement mechanism now used to keep police benefits constant.

Lt Differential

PBA: Same as sergeant Town: None

Panel: Keep current practice

Rationale:

The panel finds no compelling reason to disturb the salary structure negotiated in the past.

Longevity

PBA: Increase by \$100.00 Town: Leaves as is in current agreement

Panel: Leave as in current agreement

Rationale: There is no compelling case for changes in this area since the existing agreement has more longevity steps than any other agreement in Broome County.

Overtime

PBA : Include into rate of pay longevity and comp time
Town: Keep current system

Panel: Leave as in current agreement

Rationale:

The current previously agreed upon system is workable and provides adequate overtime compensation.

Shift Premium

PBA : Increase .10/hr and add option of \$100/week on call
Town: Keep current system

Panel: Leave as in current agreement

Rationale:

Although there is some evidence that shift premiums are higher in other departments, there is no evidence that they were increased in the last contract negotiations by the other parties.

Holiday

PBA: 12 days straight pay
Town: Keep as currently provided for in agreement.

Panel: Leave as in current agreement

Rationale:

The PBA did not present a compelling case that the current system of holiday pay is inequitable even though their proposal is in use in some departments.

Personal Leave

PBA: Convert unused personal leave into cash
Town: Keep as currently provided for in agreement.

Panel: Leave as in current agreement

Rationale:

Adopting the union proposal would convert personal leave into vacation time defeating its original purpose.

Clothing

PBA: Department to replace items as necessary
Town: Keep as currently provided for in agreement

Panel: Leave as in current agreement

Rationale:

The PBA proposal is so open ended as to invite problems in administration. Who would determine "as needed"? The parties would be better served by the current arrangement absent a negotiated agreement as to how the new policy would be implemented.

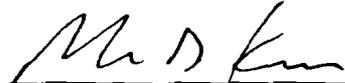
Conclusion

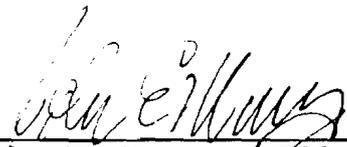
All provisions of this award are retroactive to the expiration of the prior agreement. All other provisions and the language contained in the prior collective bargaining agreement, or as otherwise agreed by the parties, are hereby continued, except as specifically modified in this award.

All provisions of this award are by unanimous agreement by all the members of the panel with the exception the award provisions on health insurance. Member Murray's rationale for his dissenting vote on this specific issue are contained in his dissent opinion which is attached to this award.

MARY S. ROSWACH
Notary Public in the State of New York
Qualified in the County of ...
My Comm. Expires 2/28/94

Mary S. Roswach
Notary Public
November 15, 1993


Dr. Mark D. Karper
Public Panel Member


John E. Murray, ESQ
Public Employer Panel Member


Edward W. Guzdek
Employee Organization Panel
Member

DISSENT BY PANEL MEMBER MURRAY

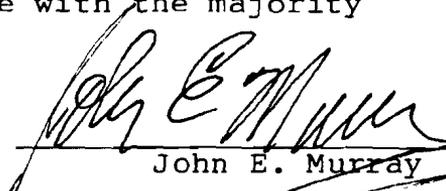
I respectfully dissent to the majority position in reference to health insurance. Comparable police departments in Broome County have recognized the escalating costs associated with health insurance and have taken steps to curtail the same. The most important step is generally recognized as providing employee participation in the cost so that employees recognize the importance of cost containment in this area which is escalating in costs dramatically throughout the nation. Municipalities as well as industries recognize that co-pay provisions alert employees to the fact that medical costs are not free and since the employees own money is expended for the coverage, there is a need for curtailing unnecessary expenditures such as using a hospital emergency room as a substitute for maintaining a relationship with a family doctor and the use of brand names as opposed to generic drugs.

In the case involving the Town of Vestal, all the other employees of the Town have accepted this concept and their current agreement calls for increasing the co-pay provisions for generic drugs from \$1 to \$5 and \$10 for non-generic drugs, and increasing the deductibles from a \$50/\$150 basis to \$250/\$750 basis. Add to this is the fact that the Village of Johnson City, which is a larger police force and is in the urban center which generally involves greater police hazards as opposed to Vestal which constitutes a fairly fluent urban-rural town, has recently enacted an agreement with their police force which provides for a six percent (6%) contribution to insurance cost and a prescription co-pay of \$2/\$5.

The Village of Endicott, in its most recent agreement, has also recognized this national trend and increased its co-pay from \$1 to \$2/\$5 for generic/brand names and required employees contribute one percent (1%) of their salary cost to health insurance. The salary adjustments and salary ranges for these departments is fairly consistent with the three/four percent (3%/4%) increase and new salaries for the Vestal Police Department.

I would accordingly recommend commencing on January 1, 1994 increasing the co-pay provisions to \$2/\$5 for generic/brand names prescriptions and increasing the deductibles to \$200/\$750.

In all other issues, I would agree with the majority positions.


John E. Murray