

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

MAR 15 1996

NEGOTIATION

In the Matter of the Compulsory
Interest Arbitration Between

PERB Case No.
IA94-015

THE CITY OF RYE, NEW YORK,
Public Employer,

JS Case No.
2167

and

THE RYE POLICE ASSOCIATION,
Employee Organization,

**OPINION
AND
AWARD**

Before **JOHN E. SANDS**, Impartial Arbitrator
Before **LINDA M. CRONIN**, Employee Panel Member
Before **ALAN C. MARIN**, Employer Panel Member

OPINION

On August 16, 1995 Pauline R. Kinsella, Chairperson of the New York State Public Employment Relations Board appointed me to chair a Public Arbitration Panel under Section 209.4 of the New York Civil Service Law for the purpose of making a just and reasonable determination of the above-captioned dispute in negotiations. The association representative on the panel was Linda M. Cronin, Esq. and the employer representative on the panel was Alan C. Marin, Esq. Pursuant to our authority under that statute we conducted hearings in Rye, New York on August 16, 1995. Both parties appeared by representative. The City's representative was Vincent Toomey, Esq. The Association's representative was Richard P. Bunyan, Esq. Each party had full opportunity to adduce evidence, to cross examine each

By virtue of the settlement of an Improper Practice Charge proceeding commenced by the City over the scope of bargaining and of a grievance submitted by the Association over the contract's education clause and after preliminary discussions between the parties and the panel, the following demands were submitted to the panel for determination:

FOR THE POLICE ASSOCIATION:

	<u>CURRENT</u>	<u>PROPOSED</u>
<u>ARTICLE 5 - SALARY INCREASE</u>		6% per year
WAGE DIFFERENTIAL	Det.-4.5% over P.O.	Det.-10% over P.O.
	Sgt.-18% over P.O.	Sgt.-20% over P.O.
	Lt.-25% over P.O.	Lt.-30% over P.O.
 <u>ARTICLE 20 -</u>		
CLEANING ALLOWANCE	\$600 per year, per Officer	\$1,000 per year, per Officer
 <u>ARTICLE 13 -</u>		
DENTAL	Employer pays to Officer and/or their dependents up to \$600 per year	100% coverage of family plan

calendar year shall receive additional compensation at the rate of \$2,400 per year, pro-rated bi-weekly after the first 30 days, during the remaining period of this assignment, which is made at the sole discretion of the Commissioner of Police. This shall not apply to routine vacation or sick leave relief".

2. **Longevity**

Add: "Effective January 1, 1994 for employees on the payroll hired on or after January 1, 1979, the following annual longevity payments shall be made as an addition to base salary.

ARTICLE 12 - HEALTH PLAN

A. Amend to provide that effective January 1, 1995, the health insurance plan provided shall be at the alternative MEBCO plan.

ARTICLE 13 - DENTAL PLAN

Amend to provide that employer shall pay up to \$650.00 per participating employee, effective January 1, 1995.

ARTICLE 14 - GROUP LIFE INSURANCE

This procedure shall not, however, apply to any employee's rate of compensation, excepting employees who are denied pay increments on their anniversary dates when they are eligible for consideration for such increments, retirement benefits, disciplinary proceedings or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law, including but not limited to Section 75 of the Civil Service Law.

ABILITY TO PAY

Section 209.4 (b) of the Civil Service Law requires the panel to determine the financial ability of the City to pay a fair and just award.

In support of its argument that the City is able to fund a fair and reasonable award, the Association offered a report prepared by its financial consultant Edward J. Fennell Associates.

In concluding that the City has the ability to pay, Mr. Fennell made the following principal findings after his review of the City's financial records;

- (1) Rye has an overall real property tax rate which is the lowest when compared with all other Westchester County cities.
- (2) The City has a taxing margin of \$30,832,890 which represents 76.1% of its limit for fiscal year 1995. This margin constitutes a reserve which is 212% of the 1995 General Fund Budget.
- (3) The City has exhausted 2.27% of its constitutional debt limit as of December 31, 1994.

communities, the Association produced evidence regarding terms and conditions of employment of all police departments located in Westchester and Rockland Counties.

The City on the other hand, argued, that based upon previous Interest Arbitration Awards pertaining to the City of Rye and other police departments in Westchester County, Rockland County police departments are not comparable for Taylor Law purposes. Moreover, the City contends that within Westchester County, the most relevant comparison is between the City of Rye and other Westchester Cities and/or to other jurisdictions along the so called "Long Island Sound Shore".

On the entire record before us, we conclude that the parties' collective bargaining agreement, as modified by the previous interest arbitration awards, should be extended in its present form subject to the changes set forth below; and we issue the following as and for our award:

DIFFERENTIALS -

The Association seeks increased wage differentials for detectives at ten percent over first grade police officer, sergeant at 20% over first grade police officer, and lieutenant at 30% over first grade police officer. The City acknowledges that some increase in the detective and lieutenant differential is appropriate but that the increase should be based upon a flat dollar amount rather than a percentage. The City also argues that no increase in the sergeants' differential is warranted.

The panel finds that in light of the substantial increase of the sergeants' differential in the 1992-1993 Interest Arbitration Award, no increase is warranted at this time in the sergeants' differential as they already compare favorably with other comparable departments. With respect to the detective and lieutenant differentials the panel finds that the following increases should be awarded effective January 1, 1994;

Lieutenants Differential

Five hundred fifty dollars (\$550.00) added to the first resulting rate.

Detectives Differential

Increase the current stipend of one thousand seven hundred eighty six dollars (\$1,786.00) per year to twenty four hundred dollars (\$2,400.00) per year.

DENTAL

The Association seeks to have the City pay 100% of the cost of its current dental plan. The City acknowledges that some increase is appropriate but the contribution should be based upon a fixed dollar amount and not a percentage.

The panel finds that effective January 1, 1995 the City's cost towards the dental plan shall be six hundred fifty dollars (\$650.00) per participating employee.

HEALTH INSURANCE

The City currently provides health insurance under a health insurance plan known as MEBCO. The City has offered substantial evidence that the alternative MEBCO plan will produce savings for the City and its tax payers on the cost of health insurance while continuing to provide a quality health insurance plan to bargaining unit members. Accordingly, effective January 1, 1996 the City shall be permitted to provide health insurance under the alternate MEBCO plan.

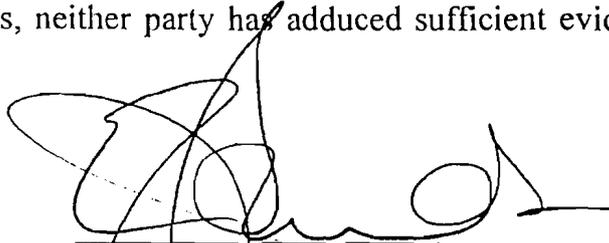
GRIEVANCE PROCEDURE

The Collective Bargaining Agreement contains an unusual definition of grievance which both parties acknowledge has caused confusion and unnecessary litigation. In order to prevent future misunderstanding over the definition of grievances the panel finds that grievances shall hereinafter be defined as follows:

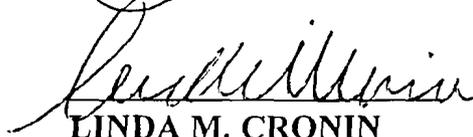
RESIDUAL MATTERS

As to any other issues, neither party has adduced sufficient evidence to justify a change of the status quo.

Dated: December 7, 1995
Montclair, New Jersey



JOHN E. SANDS
Impartial Arbitrator



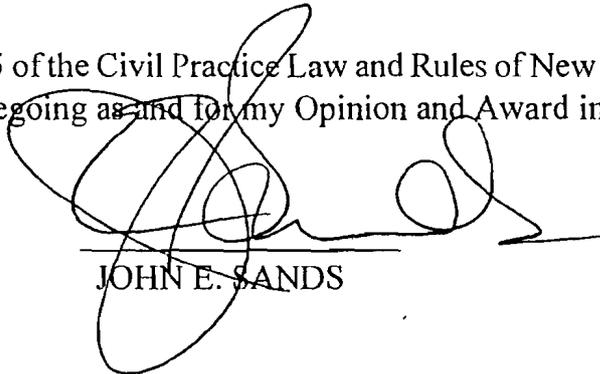
LINDA M. CRONIN
Employee Panel Member



ALAN C. MARIN
Employee Panel Member

AFFIRMATION

Pursuant to Article 75 of the Civil Practice Law and Rules of New York State, I affirm that I have executed the foregoing as and for my Opinion and Award in this matter.



JOHN E. SANDS