

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Compulsory
Interest Arbitration

Between

TOWN OF TONAWANDA POLICE CLUB

and

TOWN OF TONAWANDA, NEW YORK

Case #IA 95-019;M95-006

Pursuant to Civil Service Law, Section 209.4

PANEL MEMBERS:

MONA MILLER, PANEL CHAIR
2201 East Avenue
Rochester, New York 14610

CREIGHTON FELT, PRESIDENT
PUBLIC EMPLOYEE ORGANIZATION MEMBER
Town of Tonawanda Police Club, Inc.
114 Somerton Avenue
Kenmore, New York 14217

JOSEPH L. RANDAZZO, ESQ.
PUBLIC EMPLOYER ORGANIZATION MEMBER
Flaherty Cohen Grande Randazzo Doren
Suite 210, Firstmark Building
Buffalo, New York 14202

APPEARANCES:

FOR TOWN OF TONAWANDA POLICE CLUB

W. JAMES SCHWAN, ESQ.

FOR TOWN OF TONAWANDA

NORMAN J. STOCKER

PROCEDURE:

New York State Public Employment Relations Board, pursuant to Section 209.4 of the New York Civil Service Law, designated a Public Arbitration Panel on September 22, 1995, for the purpose of rendering a determination of the impasse between the Town of Tonawanda (hereinafter referred to as the ("Town ") and the Tonawanda Police Club (hereinafter referred to as the ("Club")).

The parties were unable to reach settlement during the negotiations following the expiration of the collective bargaining agreement from 1991-1992. An interest arbitration panel heard and determined the terms of the Award for 1993-1994. Upon the expiration of that Award the parties were unable to reach settlement through negotiations or mediation and proceeded to interest arbitration before this panel. This panel was authorized to make a three (3) year Award for 1995, 1996, and 1997.

The hearing was held in Tonawanda, New York on January 22, 1996. The parties were afforded full opportunity to present evidence and argument and to examine and cross-examine witnesses who were sworn. Post hearing briefs were to have been exchanged, but in early April the parties agreed to waive the briefs. The panel met in Executive Session on April 18, 1996.

As required by Section 209.4 the Panel considered the following statutory basis (and other relevant factors) for reviewing the evidence and arguments and making its determinations:

- a. 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 other 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;
- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. 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;

- d. 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.

The parties supplied substantial documentation and testimony to support their positions. Basic demographic, economic, and financial data, including tables, charts, graphs, reports, and studies were presented to illustrate comparability factors, financial condition of the Town, peculiarities of the profession, and the prior agreements between the parties.

THE ISSUES:

The parties agreed to place the following issues before the Panel for determination of the Award:

1. SALARY SCHEDULE
2. LONGEVITY PAYMENTS
3. CLEANING ALLOWANCE
4. SHOOTING INCENTIVE
5. DAILY RATE
6. HEALTH INSURANCE

AWARD:

The Panel reviewed the data and testimony on these issues by considering all factors: comparability of this bargaining unit with similar units of police officers in other communities, and with the status of other employee units within the Town; the history of salary increases as well as that of total compensation; the ability of the Town to fund increases in compensation; particular needs that had not been addressed in prior agreements; and the interests and welfare of the community served by the police. The Panel makes the following Award:

SALARY

The salary schedule, Article VII, for 1995 shall be increase by four (4.0%) percent on January 1, 1995.

The salary schedule, Article VII, for 1996 shall be increased by three (3%) percent on January 1, 1996. The salary schedule shall be increased by one and one-half (1.5%) percent on July 1, 1996.

The salary schedule, Article VII, shall be increased by four (4.0%) percent on January 1, 1997.

LONGEVITY

Effective in 1995 each step of the longevity schedule shall be increased by fifty dollars (\$50.00).

Effective in 1997 each step of the longevity schedule shall be increased by fifty dollars (\$50.00).

CLEANING ALLOWANCE

Effective in 1995 cleaning allowance shall be increased by one hundred dollars (\$100.00).

Effective in 1997 cleaning allowance shall be increased by one hundred dollars (\$100.00).

SHOOTING INCENTIVE

Effective January 1, 1996, each officer must qualify yearly with his/her departmental issued service weapon. Each Department member will be subject to uniformed training determined by the Chief of Police or his designee. Payment for shooting incentive will be based upon shooting badge the officer achieved during the previous year's annual training. Shooting Badge will be awarded in January and payment will be made on or about the first pay period in June.

CLASSIFICATION

AMOUNT

Marksman	\$500.00
Sharpshooter	550.00
Expert	600.00

DAILY RATE

Daily rate of pay effective January 1, 1995, shall be obtained by dividing the basic annual salary by 260. Daily rate of pay effective January 1, 1996, shall be obtained by dividing the basic annual salary by 262. Daily rate of pay effective January 1, 1997, shall be obtained by dividing the basic annual salary by 261.

HEALTH INSURANCE

11.01

Subject to the limitation in the employee's options on medical insurance the Town shall offer the following medical insurance coverage. If the health insurance carrier unilaterally changes the coverage offered, the Town is not responsible to maintain the specified coverage herein. However, the Town is responsible to maintain the most comparable medical coverage offered as specified herein by the health insurance carrier.

- A. The Town shall offer Blue Cross Blue Shield coverage both single and family coverage where applicable identified as follows:
Hospital contract 42-43 with Rider R-8 dependents to age 23; R-46 - pre-care plus; R-48 - out of area hospitals; Medical contracts 60-61 with Rider R-8 dependents to age 23; Riders R-4 outpatient emergency care; R-21 psychiatric care; R-22 ambulatory care; R-48 out of area medical benefits; major medical riders BCMM-7 rider FF \$100.00/\$200.00 family with rider 8; drug rider C \$5.00 co-pay with RX rider 8.
- B. The Town shall have the option at any time to include or discontinue within the Blue Cross Blue Shield policy, the Independent Health Gold (Encompass A-1) Plan, Community Blue II or Health Care Plan/Choice Care Premier Plan a \$250.00 hospitalization deductible rider. Such deductible shall be self-insured by the Town. Employees incurring the hospitalization deductibles or a portion thereof shall be reimbursed by the Town.
- C. If the monthly premium rates effective 1-1-96 for the above identified insurance coverage increased during the life of the Agreement more than 25%, the increase over the 25% will be negotiated by the parties to determine who will pay the additional premium rate.
- D. The Town will offer HMO coverage as follows:
1. Independent Health Gold (Encompass A-1)
 2. Health Care Plan - Premier
 3. Community Blue II
- E. In the event a police officer dies, while in service as a police officer of the Town, his/her spouse shall continue to receive paid health coverage for six (6) months following the date of death.

11.02

During a selection period to be named current employees as of 12-31-95 in which the Town pays a portion or all of their health insurance shall have an opportunity to select medical insurance coverage from the coverages described above at no cost to the employee, except as provided in Section 11.03 A.

A. Those current employees referred to above presently in traditional Blue Cross Blue Shield coverage on 12-31-95 that select to move out of traditional Blue Cross Blue Shield coverage will receive a bonus of \$200.00 for single coverage and \$300.00 for family coverage from the Town to be paid as soon as practical after the selection. An Employee who has

two (2) single plans is eligible for the \$300.00 bonus.

B. All new employees hired after 1-1-96 must select medical coverage only from the three (3) HMO's described above. If a new employee hired after 1-1-96 selects traditional Blue Cross Blue Shield coverage that employee must pay the difference between the premium of the most expensive HMO coverage offered and the premium of the traditional Blue Cross Blue Shield coverage.

C. Employees hired prior to 1-1-96 that have selected HMO coverage have an opportunity to obtain traditional coverage as specified herein after 1-1-96, during any open window period, without cost to that employee as long as the employee is selecting traditional Blue Cross Blue Shield coverage for any of the following reasons:

1. Upon retirement of the employee or in the event the employee wishes to change to traditional Blue Cross Blue Shield coverage after retirement.

2. The employee has a family member covered by the employee's medical coverage that is leaving or has left the geographical area covered by the HMO.

3. The employee or a family member covered by the employee's medical coverage has a medical situation which requires traditional coverage for proper medical coverage such as a replacement for a prosthesis.

4. Requests of employees hired prior to 1-1-96 to move to traditional coverage will be granted for other reasons other than those stated above because it is understood that there may be other reasons other than stated above for employees to move to traditional coverage. These other cases will be reviewed on a case by case basis by a committee consisting of two Town representatives selected by the Town and two Club representatives selected by the Club. The majority will rule in these cases.

If the Committee does not agree and there is no majority, then the matter will go to arbitration pursuant to Article IV of the Collective Bargaining Agreement.

The Town's position to encourage current employees as of 12-31-95 to select HMO medical coverage was not intended to harm or to be to the detriment of any current employee as of 12-31-95. The intent is for employees to be allowed to return to traditional coverage for a bona fide reason only.

11.03

A. Employees hired after August 1, 1985 shall pay a portion of their health insurance premium as follows:

1. After probation to the first of the month following three years of service 25%.
2. Fourth year of service and thereafter - fully paid by the Town.

11.04 - Health Insurance After Retirement

The payment of health insurance premiums shall be made on behalf of an employee who has retired and is collecting a New York State Retirement allowance or is receiving an Ordinary/Accidental Disability Retirement allowance and is not employed where similar health insurance is available to him/her without cost, except that when such employment terminates, his/her rights shall be reinstated. Premiums are to be paid during the life of the retired employee or his/her spouse upon the employee's death, but only until she/he remarries or dies. An employee would not be eligible for this benefit if their spouse was receiving equal or better coverage at no cost and could cover our retiring employee. If an employee or spouse is not initially eligible for this benefit because the employee or spouse is receiving equal coverage, but circumstances change where coverage is no longer available without cost, then the employee or spouse would be eligible for Town payment of health insurance.

If a National health insurance program of equal coverage is enacted the above provided payment shall cease for retired employees. Retirees on or after December 14, 1993, if health insurance premiums for retirees increase by more than fifteen (15%) percent in any one year, the increase greater than fifteen (15%) percent shall be shared equally by the retiree and Town, with a \$100.00 maximum payment per year by the retiree.

11.05

Double Coverage - The town agrees to pay employees a payment of Four Hundred (\$400.00) dollars for dropping individual coverage and Nine Hundred (\$900.00) dollars for dropping dependent coverage per year. Such option must be exercised during the month of November, to be effective the following January 1. This same procedure shall apply to an employee opting back into the Town plan. This payment can be made only when the employee signs a statement that the employee has or will procure health insurance through the spouse's employment, other employment of the employee, or a private insurance plan. Such payment shall be made on or about April 1 of each year. If the employee wishes to rejoin

made only when the employee signs a statement that the employee has or will procure health insurance through the spouse's employment, other employment of the employee, or a private insurance plan. Such payment shall be made on or about April 1 of each year. If the employee wishes to rejoin the plan within the year, the employee must repay the pro rata portion of the payment (Example: 6 months, \$200.00 - Individual and \$450.00 - Dependent) and show a change in circumstances regarding the alternative health plan (non-voluntary loss of coverage). The Town agrees to let the employee back into the plan after one (1) year. Payment under this Section shall be made within thirty (30) days of the effective day of dropping the Town's plan.

If a husband and wife are both employed by the Town, then they shall be eligible for only one family plan coverage policy eligible to cash in that one policy pursuant to this Section.

Employees who exercise their option under this Section shall be eligible for Section 11.04 at time of retirement. Employees who quit prior to the end of the year shall repay the pro rata portion of such payment.

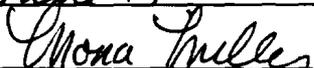
Post-probation employees hired after 8-1-85 with less than three years of service with the Town are entitled to Section 11.08 at 75% of the stated amount.

11.03 becomes 11.06
11.04 becomes 11.07
11.05 becomes 11.08
11.06 becomes 11.09

All other terms and language in the Agreement remain in effect, except as specifically modified in this Award.

STATE OF NEW YORK)
COUNTY OF MONROE) SS:
CITY OF ROCHESTER)

I, MONA MILLER, do hereby affirm upon my oath as Panel Chairman that I am the individual described in and who executed the within Arbitration Award on June 17, 1996.



MONA MILLER
PANEL CHAIR

STATE OF NEW YORK)
COUNTY OF MONROE) SS:
CITY OF ROCHESTER)

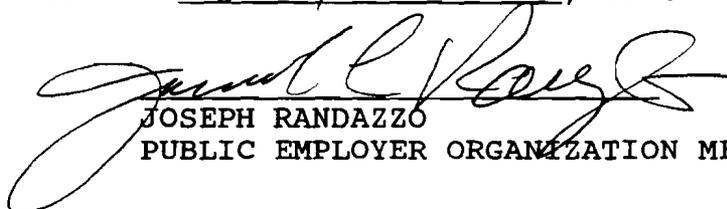
I, CREIGHTON FELT, do hereby affirm upon my oath as Employee Panel Member that I am the individual described in and who executed the within Arbitration Award on 6-30, 1996.



CREIGHTON FELT
PUBLIC EMPLOYEE ORGANIZATION MEMBER

STATE OF NEW YORK)
COUNTY OF MONROE) SS:
CITY OF ROCHESTER)

I, JOSEPH RANDAZZO, do hereby affirm upon my oath as Employer Panel Member that I am the individual described in and who executed the within Arbitration Award on 6-24, 1996.



JOSEPH RANDAZZO
PUBLIC EMPLOYER ORGANIZATION MEMBER

Mona Miller 6/17/96

MONA MILLER
PANEL CHAIR

DATE

Creighton J. Felt 6.20.96

CREIGHTON FELT DATE
PUBLIC EMPLOYEE ORGANIZATION MEMBER
I (CONCUR) (~~DO NOT CONCUR~~) WITH THE ABOVE AWARD

Joseph Randazzo

JOSEPH RANDAZZO, ESQ. DATE
PUBLIC EMPLOYER PANEL MEMBER
I (~~CONCUR~~) (DO NOT CONCUR) WITH THE ABOVE AWARD