

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD  
INTEREST ARBITRATION PANEL

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

In the Matter of the Arbitration :  
between :

JUL 27 1998

THE CITY OF NIAGARA FALLS, :  
Public Employer :

CONCILIATION

and :

INTEREST  
ARBITRATION  
AWARD

THE CAPTAINS & LIEUTENANTS' ASSN. :  
Employee Organization :

PERB Case No. IA97-010; M96-457 :  
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**BEFORE:** MONA MILLER  
Public Panel Member and Chair

DAVID A. FABRIZIO  
Employer Panel Member

JOHN G. SOLTYS  
Employee Organization Panel Member

**APPEARANCES:**

**FOR THE CAPTAINS & LIEUTENANTS' ASSOCIATION:**  
Anthony DeMarie, Esq. of Counsel

**FOR THE CITY OF NIAGARA FALLS:**  
Robert P. Merino, Jr., Esq. Corporation Counsel  
Christopher M. Mazur, Esq. Assistant Corporation Counsel

**PROCEDURE:**

In accordance with the statutory provisions applicable to compulsory interest arbitration pursuant to Civil Service Law, Section 209.4, the panel conducted hearings on April 29 and July 1, 1998, in Niagara Falls, New York.

Following the hearings, the panel met in executive session to consider all of the evidence and arguments presented by the parties, with particular attention to meeting the requirements of the statutory criteria. The panel reached a unanimous decision on each of the issues included in this Award.

**BACKGROUND:**

The Niagara Falls Captains & Lieutenants' Association is the certified bargaining agent for all police lieutenants and captains employed by the City. There are approximately 27 members of the bargaining unit; 28 positions are listed, but one position is vacant. This interest arbitration proceeding began after the parties failed to conclude negotiations in a mutually agreeable fashion. When the previous contract of January 1, 1994, through December 31, 1996 expired, the parties continued to operate under its terms and began negotiations for a successor agreement. Negotiations and mediation were unsuccessful in resolving the terms of an agreement. On May 20, 1997, the Association filed a petition for interest arbitration. The City's response was received by PERB on June 23, 1997. During this arbitration hearing the Association stated it had never received a copy of the City's response. Therefore, the panel allowed the Association to offer an answer in the form of rebuttal to the City's response to its petition. The answer was received by the panel and the City on the day of the City's presentation of its arguments and evidence in this impasse. All of these documents are part of the record of this proceeding and have been given full consideration by the panel. Therefore, this panel concluded there are no procedural defects in this matter.

Both parties were represented by counsel for the hearing. They were afforded full opportunity to explain in detail the contents of their pre-hearing briefs. In addition, they were able to introduce other evidence and to examine and cross-examine witnesses and to make argument in support of their respective positions.

The panel, having received all of the arguments and supporting evidence from both parties, deliberated in executive session, reviewing all of the evidence and arguments presented by the parties. The parties agreed that certain items would be withdrawn and which items would be included in the award. During the executive session the panel was able to find common ground for unanimous agreement for this award.

The terms of this agreement were evaluated against the statutory criteria specified in Section 209.4 of the Civil Service Law.

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

It should be noted that the panel carefully considered and reviewed arguments and evidence with respect to each of the criteria mandated by the statute. The parties presented more than sufficient data in support of each argument and position. In arriving at the unanimous award, the panel took all of the data, evidence, and arguments into consideration.

The agreements as set forth below constitute this final award.

### INTEREST ARBITRATION AWARD

#### I. Term of Award

This is a three year award, as agreed upon by the parties with full understanding of the statute's limitation on interest arbitration award to two years. The parties specifically extended the jurisdiction of the panel to issue a three year award. This award begins January 1, 1997, and ends December 31, 1999.

#### II. Wages

Effective 1/1/97 - 3% across the board

Effective 1/1/98 - 3% across the board

Effective 1/1/99 - 5.5% across the board

#### III. Uniform Allowance

In addition to the uniform allowance of \$500 per year provided pursuant to Section 6.12 of the agreement, Captains and Lieutenants will receive an annual \$200 line of credit to be used for uniform purchase. This line of credit is effective as of the date of this Award.

#### IV. Vacation

##### A. Cash Conversion

Effective 8/1/98, a bargaining unit member may request vacation cash conversion during the month of August of the preceding year.

A bargaining unit member may convert into cash up to two (2) weeks of vacation time provided the employee uses the same number of weeks (subject to maximum of 2) of which he/she is requesting conversion.

If a bargaining unit member converts vacation time into cash and subsequently does not take the equal amount of time off in actual vacation, he/she will not be able to carry over those weeks into the next year.

Vacation cash conversion will be paid during the month of July.

These agreements amend Section 9.04.2

##### B. Vacation Accumulation

Members of this unit may accumulate a maximum of 16 weeks of unused vacation, effective as of the date of this Award. This agreement amends Section 9.04

V. Health Insurance

The City's proposal on Health Insurance dated 6/23/97 is adopted. Members of the bargaining unit who elect to remain in the current Blue Cross/Blue Shield traditional plan will pay 15% of the monthly premiums. These changes are effective as of the date of this Award.

VI. Payment of Sick Leave Upon Separation From Service

Section 9.08 of the Agreement is amended to replace the sliding scale of 20%, 40%, and 60% with a flat rate of 50% at the time of termination of service. There is no cap on the number of days which may be paid at this rate. These changes are effective as of the date of this Award.

VII. Desk Lieutenant

The Desk Lieutenant will receive an increase from 4.5% to 10% of base salary for each day worked. This change amends Section 6.11.2 of the Agreement and is effective as of the date of this Award.

VIII. Preparation of the 1997-99 Agreement

The 1994-1996 agreement shall be amended to reflect the terms of this Interest Arbitration Award and shall be reproduced as the 1997-1999 Agreement.

IX. Remaining Issues

All other terms of the 1994-96 Agreement remain in effect unless modified by means of this Award. Any other proposals of issues not specifically modified by this Award are withdrawn.

City #1 3/31/98

June 23, 1997

CITY OF NIAGARA FALLS HEALTH CARE PLAN

**EMPLOYEE INCENTIVE**

In an effort to reduce the cost of health care and share the savings with City employees the following program is being offered:

The current Blue Cross/Blue Shield Traditional Plan will no longer be offered. The current rate of \$630.00 per month per family plan and \$280.00 per month single plan will be used as the maximum premium base which the City will pay at 100%.

Employees will have the option of the following Health Plans:

1. City Sponsored Traditional Plan
2. City Sponsored PPO (HMO) without referral requirement.
3. Choice Care Plan
4. Independent Health Gold
5. Community Blue Option 1
6. Blue Cross Blue Shield Traditional Alternative Plan.

A. Employees who elect either the City Sponsored Traditional Plan, City Sponsored PPO (HMO) Plan or Choice Care Plan will receive an incentive in the amount of One Thousand Dollars (\$ 1000.00) payable in a lump sum December 15th of each year. This incentive will be pro - rated for 1997 only. This incentive will be re-occurring annually through the duration of the Agreement provided the employee remains a member in one of these health care plans. Employees who select Blue Cross Blue Shield Traditional are NOT eligible for the incentive.

B. For Employees who select Independent Health Gold (Encompass A) Plan or Community Blue Option 1, the incentive for this selection will be \$750 per year pro-rated in 1997 only.

1. The premium base for these plans have been set at \$370 per month Family Plan and \$130 per month Individual Plan. For each increase in premium of \$25 above the base, the incentive of \$750 will be reduced in \$25 increments.

C. Buy-Out- Employees who have coverage through their spouse and cancel health care coverage with the City will be eligible for a One Thousand Five Hundred Dollars (\$1500) incentive payable December 15th of each year. For the Year 1997 the incentive will be Pro-Rated.

1. This provision does not apply to spouses who are both employed by the City.

2. In the event an employee requests a return to one of the City Health Care Plans during the calendar year, the full month(s) in which the employee was not participating will be charged against the incentive payable December 15th for that year. There will be no compounding of the Health Care Incentive and the Buy - Out Incentive.

3. The window period for health care option selection will be during the month of August for the following year.

D. New Employees - will not be eligible for the Traditional Alternative Blue Cross/Blue Shield Plan.

1. New Employees are defined as individuals who are hired after the signing date of this Agreement. Excluded in this definition are all former employees who are either on lay-off status and recalled from lay-off or civil service preferred list, provided, they have not exercised their right of refusal or the recall/preferred list has not expired, they quit or terminated their employment regardless of the reason.

New Employees - May elect to participate in one of the available City's Sponsored Health Care options, however, the following schedule will apply:

1. The first six (6) months of employment the employee will be responsible for 100 % of the premium cost per month.

2. Commencing on the seventh (7th) month of employment, the employee and the City will share the premium cost at the rate of 80% by the City and 20% by the employee. This rate will remain in effect for the remainder of the employee's employment with the City.

a. The premium cost will be deducted bi-weekly through payroll deductions commencing with the first pay.

3. New Employees as defined above shall not be eligible to receive the incentive.

E. This incentive program will terminate at the expiration date of this Agreement.

F. The City's Sponsored Traditional Health Care Plan will feature the following benefits:

Hospital 42/43  
Medical 60/61  
Medical Deductible \$ 50  
Prescription Drug Rider - \$ 1.00 Generic; \$5 Brand Name;  
No Co - Pay for Maintenance Drugs  
Dependent Children to Age 23  
Psychiatric Care  
Ambulatory Care  
Chiropractic Maximum \$500.00  
Pre Care Plus  
Out of Area Benefits  
Annual Routine Physical \$10 Co - Pay

G. Current employee(s) who elect to participate in the Blue Cross Blue Shield Traditional Alternative Plan may do so during the month of August.

The Plan will provide the following coverage:

Blue Cross Hospital 42/43  
Blue Cross Medical 60/61  
Major Medical \$100 Deductible  
Prescription \$5 Co-Pay  
Rider 8 Dependents to Age 23  
Rider 22 Ambulatory Care  
Rider 45 Cosmetic Surgery  
Rider 46 Pre-Care Plus  
Rider 48 Out-of-Area Benefit

Riders which have either been eliminated or reduced from the Blue Cross Blue Shield Traditional Alternative Plan are:

Major Medical from \$ 50 to \$ 100; reduced  
Prescription Co-pay from \$3 to \$5 reduced  
Chiropractic eliminated  
Psychiatric Care eliminated.

The premium cost for this alternative Blue Cross Blue Shield Plan is \$570 per month family and \$256 per month individual Plans.

The City will pay 100% of the premium to a maximum of \$630 per month family and 280 per month individual. The employee will be responsible for the increase in premiums above these caps at 100%.

Example:

\$570/month City pays 100%  
\$630/month City pays 100%  
\$680/month City pays 100% up to \$630 the employee is responsible for the difference in this case \$50 out of pocket through payroll deduction.

1.. There will be a special window for employees who select Blue Cross Blue Shield Traditional Alternative Plan. This window will be opened for a period of thirty (30) days from the date the City receives notification of the rate increase from Blue Cross Blue Shield.

At the close of this window, employee (s) who remain in the Blue Cross Blue Shield Traditional Alternative Plan will do so until the next August window. There will be no exceptions.

**REOPENER:**

In an effort to continually monitor the cost and the benefit levels of health care during the term of the Agreement, either party may serve the other with thirty (30) days written notice for the sole purpose of reopening the contract for further negotiations limited to health care. During such negotiations, all Articles covering health care benefits shall remain in effect until new terms are mutually agreed upon. If the parties cannot agree, the issue may be submitted to an independent mediator chosen by the parties in an attempt to reach a resolution.

