

NEW YORK STATE EMPLOYMENT RELATIONS BOARD

In the matter of the interest arbitration between,

THE TOWN OF IRONDEQUOIT,

Employer,

-and-

THE IRONDEQUOIT NIGHTSTICK CLUB
P.B.A., Inc.

Union.

OPINION AND AWARD

PERB CASE NO.

IA201-002
M200-232

NEW YORK STATE EMPLOYMENT RELATIONS BOARD
120 WEST COLEMAN ST.
ALBANY, NY 12242-1200

Before the following Public Arbitration Panel:

FEB 26 2002

Chairperson: Michael S. Lewandowski
Chairman

Member: Sharon A. Burke
Public Employer Panel Member

Member: Michael A. DiGiovanni
Employee Organization Panel Member

Appearances:

For the Town: Ronald J. Mendrick, Esq.

For the PBA: Lawrence J. Andolina, Esq.

On or about April 26, 2001, The Irondequoit Nightstick Club, P.B.A., Inc. ("PBA") filed a petition for compulsory interest arbitration with the New York State Public Employment Relations Board ("PERB"). The Town of Irondequoit ("Town") and the PBA had reached impasse in their negotiations for a successor Agreement to the Collective Bargaining Agreement between the parties that

expired on December 31, 2000. The unit is composed of 52 members holding a variety of police titles including police officer, Sergeants, Lieutenants, Investigators and other titles.

In accordance with Section 209.4 of the Civil Service Law, the undersigned were designated as the Public Arbitration Panel members by letter dated June 27, 2001 from the New York State Public Employments Relations Board ("PERB"). The parties met in Rochester, New York with the Chair on July 26, 2001 in a pre-hearing conference. The panel met and conducted a hearing in the Town on January 4, 2002 and January 11, 2002.

At the hearing, the parties 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 Town. The Public Arbitration Panel met in executive session on January 25, 2002. 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 the deliberations of the panel. Although the panel may

have been split with regard to certain issues such as the designation of comparable police units, the panel reached unanimous agreement with respect to this award.

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.

There was unanimous agreement that the duties performed and the responsibilities assumed by the members of the PBA are consistent with those performed by employees who hold the title of Police Officer and associated titles in the jurisdictions offered by the parties for consideration for comparison by the panel.

DISCUSSION AND ANALYSIS

After extensive review of the significant amount of evidence presented at the arbitration, the panel reached agreement on the Award which follows. The Award is a product of the consideration of all the factors specified in the Fair Employment Act. It modifies terms and conditions of employment in a manner which benefits both the PBA and the Town.

TERM. The term of this award shall be for a two year period commencing on January 1, 2001 and expiring on December 31, 2002. The parties however, collectively and voluntarily agreed to extend the term of the agreement to December 31, 2003. The parties also collectively and voluntarily agreed to extend all of the terms and conditions of the agreement, including those modified or changed as a result of this award, thru December 31, 2003.

SALARIES. After much deliberation and consideration of all relevant factors, the parties unanimously agreed to the following.

Effective on or retroactive to:

January 1, 2001, wages shall be increased 3.0% across the board.

January 1, 2002, wages shall be increased 3.0% across the board.

By the Agreement of the parties, effective January 1, 2003, wages shall be increased 3.0%¹ across the board.

HEALTH CARE

Effective July 1, 2001, the Town shall provide, at no cost to the employee, The Blue Choice Value Plan that contains prescription co-pay rates of \$10/\$25/\$40 (3 tier) by replacing "Blue Choice Select" with Blue Choice Value" with the \$10/\$25/\$40 plan wherever "Blue Choice Select" prescription appears in the collective bargaining agreement.

¹The January 1, 2003 increase is the result of the parties mutual agreement to enter into a third year voluntarily.

The parties also agreed to add a new paragraph to the collective bargaining Agreement at the end of Article 15, Hospital and Surgical Insurance, Section 1: to read as follows. "If available in 2002, employees may make additional contributions to their Flexible Spending Account."

SICK LEAVE

The parties agreed to enter into an agreement to cap the sick leave accumulation of unit members. Each employee covered by this Agreement shall continue to be eligible to earn and use sick leave under the same conditions that applied immediately preceding the effective date of this Agreement. Under the terms of this Agreement, sick leave may accumulate to a maximum of 180 days. After an employee has accumulated 180 days (s)he may continue to accrue sick days on a temporary basis each calendar year. At the end of the calendar year in which these additional sick days are accrued, the employee will be paid one day for every two days of unused sick leave over 180 days. This payment will occur in the second pay period of January of the following year. After payment of the unused sick days, the employee's total number of accrued sick days shall revert to 180 days. Any unit member who has already accrued more than 180 sick days as of December 31, 2001 shall have his/her cap set at the number

of days accrued as of December 31, 2001. He/she shall be permitted to use the total number of sick days he/she accrues in the same manner as those employees who are capped at 180 days. He/she shall also be permitted to earn and temporarily accumulate sick leave in the same manner as if he/she had not exceeded the 180 day cap and will be paid for those days that exceed the employee's December 31, 2001 accumulation in the same manner as those employees who are held at the 180 day cap.

Upon retirement, any unused sick leave shall be paid in cash at the two for one ratio as already stated in the collective bargaining agreement.

PERSONNEL HANDBOOK

The panel unanimously agreed to accept the Town's proposal on this issue.

PROPOSALS NOT ACCEPTED BY THE PANEL OR BY AGREEMENT

The parties unanimously agreed that any proposal advanced by either the Town or the PBA which has not be explicitly agreed to in this award and agreement is deemed rejected by the panel. This writing contains the full terms of the panel's award and the parties' agreements to resolve the instant impasse in negotiations.

AWARD

1. The term of this award shall be for two years commencing January 1, 2001. The parties voluntarily agreed to enter into an agreement for the period January 1, 2003 to December 31, 2003.
2. Salaries will be increased across the board as follows.

Effective on or retroactive to:

January 1, 2001, wages shall be increased 3%
January 1, 2002, wages shall be increased 3%
*January 1, 2003, wages shall be increased 3.%

* As a result of the parties voluntary agreement.
3. Effective July 1, 2002, the Town will switch health insurance coverage for members of this unit to the Blue Choice Value Plan that contains the 3 tier prescription co-pay rates of \$10/25/40.
4. Effective December 31, 2001, the Town's Personnel Handbook proposal will be accepts.
5. Effective December 31, 2001 unit members sick leave shall be capped at 180 days or the number of days a member has on December 31, 2001, whichever is greater. Members may earn and accumulate sick leave throughout any calendar year above their cap however at the end of the calendar year any unused sick leave above their cap will be paid at a rate of one day for each two days of sick leave. The cap will be reduced accordingly. Upon retirement, any unused sick leave will be paid in cash at the rate of one day of pay for every two days of sick leave left unused as stated in the collective bargaining agreement.
6. If available in 2002, unit members may make additional contributions to their Flexible Spending Account.
7. Any proposal advanced by either party not explicitly accepted here, is deemed rejected by the panel.

