

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the matter of the Fact-finding

-between-

INC VILLAGE OF GARDEN CITY
(Public Employer)

Case No. M2013-213
FINDINGS AND
RECOMMENDATIONS

-and-

CSEA, INC. LOCAL 882
AFSCME, AFL-CIO
(Employee Organization)

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APPEARANCES

For the Village

Christopher T. Kurtz, Esq.

For the Union

Cynthia M. Smalls, Labor Relations Specialist

BEFORE: STEPHEN M. BLUTH, FACT-FINDER

BACKGROUND

The parties are signatories to an agreement that expired on May 31, 2013. The Agreement covers approximately 170 employees in the unit composed of all employees except employees of the Police and Fire Departments, Deputy Village Clerk, Deputy Treasurer, Deputy Village Clerk-Treasurer, Personnel Officer, Clerk to the Village Justice, Executive staff, two secretaries in the Village Administrator's office, and (2) all other library employees other than the Library Director, Assistant Library Director, Senior Stenographer, one Senior Account Clerk and one Principal Account Clerk in the Director's office. Efforts to negotiate a successor Agreement were not successful. Consequently, I was appointed factfinder by the Public Employment Relations Board. Hearings were held on October 29, 2015 and February 9, 2016. During these hearings the parties were afforded full opportunity to present data, and make oral argument in support of their positions. At the conclusion of the February 9, 2016 hearing, I closed the record. These Findings and Recommendations follow.

POSITIONS OF THE PARTIES

The Union seeks a six-year Agreement with a fair wage, insurance language and no change in the hours of work provision. The Union further relates its membership rejected a settlement that provided a 7.75% salary increase over five years, including a salary freeze of one year.

Additionally, the Union reports, it is willing to make concessions on health insurance. It proposes that new members would contribute 15% for health insurance. Also, 27 members who make no contribution to health insurance would pay 5% and 102 members would increase from 10% to 15%. The Union insists these concessions constitute a huge sacrifice, especially since the Village proposal on salary was minimal.

The Village proposes a settlement that would provide no raises for the Agreement effective June 1, 2013 and June 1, 2014. Thereafter, it proposes a 1% raise effective June 1, 2015, 1.25%, effective June 1, 2016, 1.50%, effective June 1, 2017, 1.75%, effective June 1, 2018 and 2%, effective June 1, 2019. Additionally, the Village relates it proposes that upon ratification of the Agreement each full-time

member would receive a one-time "lump sum" non-recurring payment of \$1250.

Moreover, the Village asks employees to contribute to health insurance premiums. It seeks a contribution of 2.5%, effective June 1, 2016 for all employees hired by the Village or Library prior to November 6, 1989, and 5% effective June 1, 2017. Also, for unit members hired by the Village or Library on or after November 6, 1989, but prior to the date of full and final ratification of a successor Agreement the contribution rate would be 12.5%, effective June 1, 2016 and 15%, effective June 1, 2017. Further, employees hired on or after the date of full ratification of a successor Agreement would contribute 20% into and through retirement.

To buttress its position, the Village explains, although it reduced its workforce from 316 in 2008-2009 to 260 in 2015-16, which constituted a decrease of 18%, its total salary/benefits costs have increased almost 10% over the same period. Therefore, the Village maintains, its proposal to both the Union and factfinder is fair and balanced given its financial situation.

DISCUSSION AND FINDINGS

I have carefully weighed all the evidence in the instant matter. Based on my review I make the following recommendations:

Salary

I recommend the parties establish a seven-year Agreement. I so find because the current Agreement expired May 31, 2013. Thus, the parties have been without a new agreement for close to three years. To recommend fewer years would essentially mean the parties would need to begin negotiations in the near future. This would benefit neither party, in my opinion.

With regard to salary I determine the following comprises a fair and equitable settlement:

Effective June 1, 2013 - 0%

Effective June 1, 2014 - 0%

Effective June 1, 2015 - 1%

Effective June 1, 2016 - 1.25%

Effective June 1, 2017 - 1.50%

Effective June 1, 2018 - 1.75%

Effective June 1, 2019 - 2%

I further find upon the ratification of the successor Agreement each full-time unit member shall receive a one-time lump sum payment of \$1300. However, that sum shall not become part of the member's salary.

Additionally, I find unit members shall pay the following:

- 1- All members hired by the Village prior to November 6, 1989 shall pay 12.5% toward the health premium, effective June 1, 2016 and 15%, effective June 1, 2017.
- 2- Individuals who were hired after November 6, 1989, but before ratification shall pay 12%, effective June 1, 2016.
- 3- Individuals who became employees of the Village or Library on or after contract ratification shall pay 20% into retirement.

I know this is a very bitter pill for the Union to swallow. However, every now and then reality rears its ugly head. The fact is public employees paid little or nothing toward health insurance for years. That concept changed swiftly in the past ten years or so. Today, almost all public employees contribute toward

their health insurance with contributions near, or at, the levels I recommend.

While these numbers appear to be somewhat severe, I believe they accurately reflect the economic difficulties the Village faces. For example, the average cost per employee is \$110,554. This is a significant sum and the Village cannot be expected to grant any substantial salary increase,

Moreover, as the Village stresses, the NYSHIP EMPIRE PLAN's premiums have increased 10.5% for individual coverage and 14.2% for family coverage.

Also, the New York State Property Tax Cap limits the annual growth in the Village's expenditures to 2% or the rate of inflation, whichever is less. Thus, the Village is severely handicapped when considering wages and benefits. It is for these reasons my report provides small wage increases and contributions.

The recommendations delineated herein comprise the entirety of my report as they were the only issues submitted by the parties.

Additionally, I have examined 36 contract settlements for non-teaching personnel for approximately the same periods. That examination demonstrates my recommendations are consistent with

other non-teaching settlements for salary increases and health insurance contributions.

One final comment is appropriate, I believe. I do not suggest these recommendations constitute a perfect resolution to this matter. However, they represent a reasonable and relatively efficient means by which this long-standing and potentially acrimonious dispute may be ended. Consequently, I urge their adoption as soon as practicable.

DATED: 3/21/16



STEPHEN M. BLUTH, FACT-FINDER