

CA-0010; M74-182

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

N. Y. S. PUBLIC EMPLOYMENT
RELATIONS BOARD
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MAY 21 1975

CONCILIATION

In the Matter of

The Arbitration between THE VILLAGE OF
SOUTH NYACK and SOUTH NYACK PATROLMEN'S
BENEVOLENT ASSOCIATION.

CASE NOS. CA-0010;
M74-182.

OPINION and AWARD

The Arbitration Hearing

This case was heard on April 24, 1975, at the Village Hall,
Village of South Nyack, New York, before Jonathan S. Liebowitz, Esq.,
Public Panel Member and Chairman, Dr. Raymond Esposito, Employer Panel
Member, and Harold Seidenberg, Esq., Employee Organization Panel Member.
The dispute was heard under the provisions of the Civil Service Law
(Taylor Law), Section 209.4.

APPEARANCES:

For the Village:

Arthur Prindle, Esq., Counsel.

Also Present: The Hon. Louis DeNigris, Mayor, and
Members of the Village Board of Trustees and
the Village Clerk.

For the P.B.A.:

Werner L. Loeb, Esq., Counsel, and Members of the Police
Department.

At the hearing, both parties presented their evidence, contentions, arguments and rebuttal in support of their representative positions.

Upon the conclusion of the presentations, the hearing was closed.

This arbitration pertains to contract terms. The award is to result in a contract covering the period beginning June 1, 1974, and expiring May 31, 1975. There is no prior written contract between the parties.

The Issues Presented

Pursuant to the petition for arbitration filed by the P.B.A. and sworn to December 19, 1974, some eight issues were presented for arbitration and two other issues were listed as settled before arbitration. During the course of the arbitration hearing, however, five of the eight open issues were resolved by settlement; one issue and part of a second were withdrawn by the P.B.A.

The issues submitted for award are:

(1) Life insurance and (2) Retroactive credit for earned longevity increments.

Discussion of the Issues

1. Life Insurance:

The P.B.A. has requested that the Village provide life

insurance in the amount of \$10,000.00 for each member of the Department. There are four members of the Department: the Chief and three patrolmen. The presentation by the P.B.A. on this issue centered upon existence of life insurance for patrolmen in a neighboring village in Rockland County of a size comparable with South Nyack, and upon what the P.B.A. considers a reasonable cost to the Village for coverage for the members of this small Department in light of the claimed need for such coverage for police officers.

The Village's position was that while the matter had been discussed by the parties, the cost to the Village was significant and the problem of possible group coverage had not been resolved because of the small number of people employed by the Village (eight in all).

The arbitrators considered all of the contentions of the parties; it is our opinion that life insurance coverage should be provided for the regular full-time police officers comprising this unit at the lowest available cost to the Village. The detailed arrangements for the coverage are to be made by the Village in consultation with the P.B.A.

It is our conclusion that these employees are engaged in a hazardous occupation, that life insurance coverage is generally provided by public employers for police officers and that provision of such coverage would be in accordance with the statutory criteria for consideration of the relevant circumstances. Because of the factors set forth above, we do not adopt the recommendation made by the Fact-

Finder that this matter be deferred for study for negotiations for the next contract.

2. Retroactive Credit for Earned Longevity Increments.

The P.B.A. requests that the contract contain a provision that when longevity increments are increased, all earned increments will be increased. The example given in the petition is that if the longevity increment is increased by \$25.00 and a department member has earned five longevity increases, he would be entitled to an additional salary of \$125.00, or \$25.00 for each earned increment. The Fact-Finder stated in his report that this request was for a provision that all increases in increments be retroactive to the date employees receive their first increment. He also stated that such comparability data as were presented to him did not support the request and he recommended that the request be rejected.

Again applying the statutory criteria for our determination, we agree with the Fact-Finder that a case for acceptance of the P.B.A.'s demand has not been made. While the demand does not appear wholly without logic or merit, on the record before us it is insufficiently clear as to cost to the Village, benefit to the members of the department and support or lack of support from comparability data. Therefore, we conclude on this record that a case for adopting the demand and for rejecting the Fact-Finder's recommendation has not been met.

In conclusion, the parties are to enter into a written

contract covering the period from June 1, 1974, to May 31, 1975, which contract is to be made up of language covering the five items agreed to at the hearing, the two items agreed to prior to the hearing and the life insurance coverage now being awarded. The eight items are as follows: Wages, reading glasses, personal leave days, sick days, uniforms, weekly overtime, call-out guarantee and life insurance.

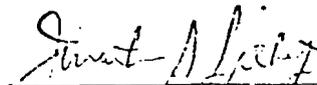
AWARD

We award as follows:

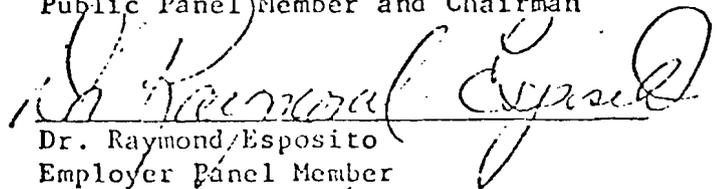
1. The parties shall enter into a written contract covering the period from June 1, 1974, through May 31, 1975, and including language covering the seven items settled between the parties and language providing for life insurance coverage in the amount of \$10,000.00 to be paid for by the Village and covering each regular, full-time police officer employed by the Department.
2. The P.B.A.'s request that the contract contain retro-active credit for earned longevity increments is rejected.

Dated: White Plains, New York,

May 5, 1975.



Jonathan S. Liebowitz, Esq.
Public Panel Member and Chairman



Dr. Raymond Esposito
Employer Panel Member



Harold Seidenberg, Esq.
Employee Organization Panel Member

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 7th day of May, 1975, before me personally came and appeared JONATHAN S. LIEBOWITZ to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Dana Charlton

DANA CHARLTON
Notary Public, State of New York
No. 69-4512754
Qualified in Westchester County
Commission Expires March 20, 1977

STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

On this 12th day of May, 1975, before me personally came and appeared RAYMOND ESPOSITO to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Anne M. Galione

ANNE M. GALIONE
Notary Public, State of New York
No. 69-4448804
Residing in Rockland County
My Commission expires March 20, 1976

STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

On this 14 day of May, 1975, before me personally came and appeared HAROLD SEIDENBERG to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Marjorie Strauss

Marjorie Strauss
MARJORIE STRAUSS
Notary Public, State of New York
County of Rockland
No. 69-4448804
My Commission Expires March 30, 1976