

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Compulsory X
Interest Arbitration Between: X
X
CITY OF WHITE PLAINS X
POLICE BENEVOLENT ASSOCIATION, INC. X
X
-and- X
X
CITY OF WHITE PLAINS X
-----X

OPINION OF
THE
CHAIRMAN

STATE OF NEW YORK PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

NOV 22 1977

CASE NO. 1A-11 M 77 - 197

CONCILIATION

MEMBERS OF THE PUBLIC ARBITRATION PANEL:

- DR. JOEL M. DOUGLAS, CHAIRMAN
- JOHN HENRY, EMPLOYEE MEMBER
- BERTRAND POGREBIN, ESQ., EMPLOYER MEMBER

APPEARANCES:

For the City of White Plains - Rains, Pogrebin & Scher
Terence M. O'Neil, Esq.
Of Counsel

For the City of White Plains
PBA - Tri-County Police Conference
Martin Schwartz, Esq.

PRELIMINARY STATEMENT:

This is a proceeding pursuant to Section 209.4 of Article 14 of the New York State Civil Service Law. Under the authority vested in the New York State Public Employment Relations Board, the above named Public Arbitration Panel was designated for the purpose of "making a just and reasonable determination" in the above cited impasse.

Meetings were held in the City of White Plains during which time the parties were afforded full opportunity to present oral and written evidence, cross examine witnesses and present briefs. At the conclusion of these hearings, the Panel met in a series of executive sessions.

This Opinion represents the view of the undersigned Chairman and does not necessarily reflect the view of either of the other Panel members.

The Panel was cognizant of the fact that the Taylor Law had been amended in July, 1977 and took into consideration the following criteria:

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

ment of other employees performing similar services and requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;

- b. the interests and the 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 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.

In the Petition of Arbitration, the City of White Plains PBA submitted demands on 37 contract changes. In addition, the response by the employer contained another 3 items, thus bringing the total to 40 items.

It should be noted at this point that the above named Arbitrator was selected by a joint stipulation between

the parties after an initial meeting was held during which time period he served as Mediator.

The Arbitration Panel met and considered after three days of oral arguments on all of the 40 items presented by the parties. The following recommendations constitute the sum total of the Panel's Award. Those items not referred to are denied and the current status of the contract is to be maintained with the exceptions as noted below.

AWARD ITEMS:

1. Duration of Agreement:

During the course of this arbitration process, both parties indicated a willingness to consider a multi-year contract "if the terms and conditions of the Agreement are proper". It is the judgement of this Panel that a contract ranging for a two year time period should be instituted. Thus this Award is to take effect July 1, 1976 and is to run through June 30, 1978. All Award Items, in terms of the economics are to be retroactive through July 1, 1976.

2. Holidays:

Considerable argument was introduced regarding

the issue of holidays in the Agreement between the parties. The White Plains PBA submitted criteria and data related to a comparative concept showing the issue and frequency of holidays in White Plains with regard to other employers of a similar nature. The position of the City was that the rate of frequency of holidays was adequate and they saw no need for a change in this area.

The Arbitrator, after having studied the records, and as a part of the overall economic Award, awarded the addition of one paid holiday effective July 1, 1977. The date of this holiday is not to be specified in terms of a national or local commemorative, but instead is to be viewed as a twelfth paid holiday in terms of the salary structure.

The Arbitrator stresses that the addition of this holiday must be viewed in terms of the overall economic Award and is not to be treated in isolation for any specific purpose.

3. Savings Clause:

The parties spoke to the issue of a savings clause with the impression of concern being raised by the PBA in response to the City's claim for their need in this area. After a review of the record, the Arbitrator finds persuasive

the position of the employer in this matter and awards the following clause:

"If any Article or Section of this Agreement should be held invalid by operation of law or by any Tribunal of competent jurisdiction to the extent of making the Article or Section inoperable, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate Collective negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such Article or Section.

In the event that the negotiated items are barred by wage stabilization regulations, the parties shall meet to negotiate alternative benefits that are permissible under such regulations."

4. Tuition Reimbursement:

There exists in the City of White Plains now, a combination package in which policemen and fire fighters share, up to \$1200.00 total, for the tuition reimbursement rate in any given year. The police seek an arbitration award which would grant them an additional tuition reimbursement rate as well as financial compensation for an earned degree. The City maintains that the present position is adequate and

that any increase should be denied.

The Arbitrator, while sympathetic to the police demands, finds that past history shows that the present amount authorized is not being expended. To award additional funds in this area would not be justified in terms of an increase due to the fact that there exists leverage in the present Agreement. However, the issue is somewhat cloudy due to the fact that the present allowance is a joint venture between police and fire fighters; thus the Arbitrator awards that the pool of monies be increased from \$1200.00 per annum to \$1500.00 per annum and should be used exclusively for the reimbursement of police tuition. If and when such time occurs that the police officers fully utilize such amounts, i.e. the full \$1500.00, then the position of the Union with regard to an increase in this area would be viewed with stronger legitimacy.

5. Library Benefits:

Concomitant with the issue of tuition increases and viewed as an educational benefit, the Arbitrator further directs that an amount of \$150.00 be subtracted each year from the \$1500.00 allowance for the police education tuition fund in order for policemen to purchase textbooks for the courses in which they are enrolled. Such textbooks would

remain the property of the City and upon completion of the courses, such books would be returned in the hopes of the formation of a White Plains Police Department Library. As the years progressed and more and more police officers took part in this benefit, it is projected that the police officers would receive an additional savings for their expenses in this area, while at the same time, the City will be given an effort for the establishment of this Library, the benefits being shared equally by all parties involved.

6. Dental Plan:

The issue of an increase in the Dental Plan was raised by the parties, with the police demanding a substantial rate change, while the City maintained the position that the present structure was adequate. After a review of other dental plans and in consideration of part of the overall economic package, the Panel awards an increase effective July 1, 1977, to \$160.00 per year for the Dependent Plan and \$110.00 per year for the Individual Plan.

7. Retirement:

Once again, as viewed as part of the overall economic Award, and tied to the justification of the comparisons as well as the employer's ability to fund this

interest, the Arbitrator awards the inclusion of item 60B as part of the overall Retirement Plan in terms of the ordinary Death Benefits as part of the Pension Law. 60B should be incorporated as soon as it is feasible in terms of the administrative tasks involved.

8. General Wage Increase:

Regarding the issue of the overall economic wage increase, the Arbitrator wishes to state that any Award must be viewed in terms of the previous granted Award with regard to the additional increase in holidays, and the increases in both the tuition and dental rates. The respective parties submitted financial data in terms of the City's ability to raise funds with regard to the bond rating under Moody's, in terms of the economic growth, and in terms of the overall settlement as required by the Taylor Law. The Arbitrator wishes to state that the Award, as stated below, is consistent with the criteria called for under the Statute.

The cost of living played a major role in the determination of this Award. The City offered a raise of 5.8% in year one of the Award, effective July 1, 1976. This rate is consistent with the rates previously negotiated within the City for other employees, as well as the comparative settlements in surrounding areas. The Arbitrator wishes

to state that he considered the settlement ranges in Mount Vernon as well as New Rochelle in terms of the compiling of the 5.8% for year one.

The City of White Plains has enjoyed a period of economic growth. New employers are moving to the City. The wage structure of the City of White Plains in terms of all financial criteria upholds the position of the employer with regard to the 5.8% increase. In the second year of the Award, in actuality the calendar year we are in right now, we are experiencing a drop in the cost of living for the first time in a ten year time period, as well as a lower projected rate in public employees' salaries. The PBA contends that the rates awarded ought to approach 8 and 9%, yet these figures do not meet the criteria as established by the Statute in terms of the interests and welfare of the public, the comparative ratios, as well as the overall cost of living. The Arbitrator finds that an increase in year two of 5.7%, retroactive to July 1, 1977, rounded out to \$17,000.00 in terms of the new rate is just and equitable in this situation.

The Arbitrator further points out that he is rejecting the City's contention that longevity be applied on a straight dollar figure, thus the Award of 5.8% as well as

the Award of 5.7% have the effect of a built in raise in terms of the percentages as applied to the overall longevity rates.

It is the opinion of this Panel that this rate is consistent with all statutory criteria, and thus the matter is hereby marked closed. Based on the following, in summation:

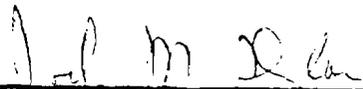
- (1) the salary schedule shall be increased by 5.8% effective July 1, 1976;
- (2) the salary schedule shall be increased by 5.7% effective July 1, 1977;
- (3) there will be no change in longevity payments.

CONCLUSION:

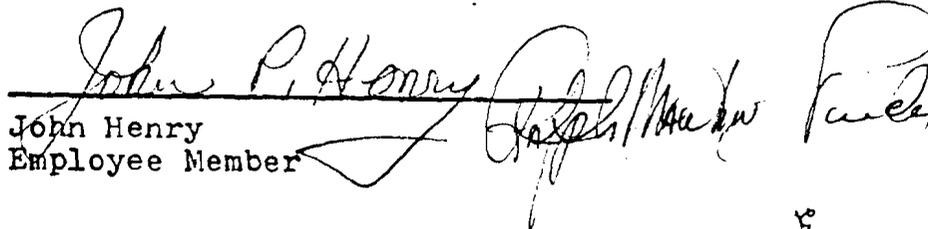
This Award is based on the findings of the Chairman of this Panel, with regard to the overall criteria and economic data presented. It is hoped that this Award will be read in a constructive manner and that the Award be implemented immediately. All items not discussed are

hereby rejected and the current contract language is to be retained.

For the Arbitration Panel:



Dr. Joel M. Douglas
Chairman
October 26, 1977



John Henry
Employee Member



Bertrand Pogrebin, Esq.
Employer Member

On this twenty sixth day of October, 1977, before me personally came and appeared JOEL M. DOUGLAS, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

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John B. Mancuso