

STATE OF NEW YORK
Public Employment Relations Board
Case Number IA-62 M78-279

NEW YORK STATE PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

MAY 18 1979

IN THE MATTER OF THE COMPULSORY
INTEREST ARBITRATION

-between-

BUCHANAN POLICE BENEVOLENT ASSOCIATION

-and-

INCORPORATED VILLAGE OF BUCHANAN

CONCILIATION

FINDINGS AND DECISION
OF PUBLIC ARBITRATION
PANEL

APPEARANCES

For Buchanan Police Benevolent Association:
Raymond A. Mauro, Esq., Counsel.

For the Incorporated Village of Buchanan:
John F. Corrigan, Esq., Public Arbitration
Panel.

Before: EDWARD LEVIN, CHAIRMAN
JOHN P. HENRY, PBA DESIGNEE
WILLIAM BURKE, VILLAGE DESIGNEE

On July 27, 1978, the Public Employment Relations Board ("PERB") was petitioned by the Buchanan Police Benevolent Association ("PBA") to refer the impasse existing between the PBA and the Village of Buchanan ("Village") to a compulsory Interest Public Arbitration Panel ("Panel").

In accordance with Section 209.4 of the Taylor Act, and Part 205 of the PERB Rules of Procedures, a panel was selected.

On January 15, 1979, a hearing was held, at which time the parties were accorded an opportunity to submit evidence, testimony, and witnesses in support of their respective positions. In addition, both sides filed briefs. The panel deliberated over the issues before it, mindful of its obligations under Section 209.4 (c) (v):

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

- 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 qualifications; (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.

Background

The Village of Buchanan has a population of 2,200 persons, and covers a 1 1/2 square mile area. There are 11 miles of paved roads of which 5 are owned by the Village. In addition there are a total of 8 traffic lights. There is a 5 man police force which is made up of 4 officers and a police chief. It is these 4 officers who are members of the Buchanan Police Bargaining Unit.

After the expiration of the prior Collective Bargaining Agreement on May 31, 1978, the parties commenced negotiations for a successor agreement. The PBA submitted several demands for modification of the existing agreement. Although the parties came close to settlement at several points, an agreement was never reached, and on January 15, 1979, an arbitration hearing was held before this arbitration panel. At that time the following issues were presented to the arbitration panel for their consideration and determination:

- I. Salary
- II. Longevity
- III. Sick Leave
- IV. Insurance
- V. Vacations and Bereavement Leave
- VI. Cleaning Allowance

It is the PBA's position that the Village of Buchanan

is a stable financially well off community, and has no valid claim concerning its inability to pay.

The PBA claims that the Village of Buchanan has only exhausted 16.69% of its total taxing power. This computation is based on an analysis of the constitutional tax margin statement 6/1/78-5/31/79, in which it is shown that the total Village taxing power is equivalent to \$8,722,814 of which only \$1,455,890 has been levied for general Village purposes.

The PBA also claims that the full valuation taxable real property has steadily increased over the last five years, and the 1978 figure is over \$18,000,000 above 1977. The PBA claims that there has been a considerable growth in the value of real property.

The PBA also points out the impressive record of the Village in tax collection, which is at a rate of 99.99%. The PBA observes that the constitutional debt limit is 7% of the average full valuation of real property taxable for Village purposes. It is noted that the net debit applicable to this limit, and the amount that the debt limit is exhausted is zero. The PBA identifies this as an indicator of the Village's fiscal health.

The PBA directs attention to the fact that the combined operating

funds have a total of \$188,273 in surplus budgetary funds from prior years, which amount to 10.99% of total expenses in these funds for the year ending 5/31/78. In addition, the current ratio of assets to total liabilities, and cash to total assets are at a very healthy level. The PBA also believes it has identified an unappropriated cash balance of \$88,230 which could be applied to a salary settlement with the Village police.

The PBA claims that the latest overall comparative study of all taxes in Westchester County, published by the Department of Audit and Control, shows that, with one exception, out of the forty-nine municipalities in the County, Buchanan has the lowest overall tax burden on real property.

Village Position

It is the Village's position that it must adhere to the President's Council of Wage and Price Guidelines as closely as possible. In this respect, the PBA's economic demands are far in excess of the permissible level of increase. The Village maintains that, as a public employer, it has a moral obligation in this regard. To accede to the PBA demands would constitute a violation of this obligation.

The Village claims that the job responsibilities of the Buchanan police force is less hazardous and physically taxing than in other municipalities. Likewise, police

work in Buchanan is less complex because of the nature of the population residing in the Village. Simply stated, Buchanan does not have a crime problem. Accordingly, comparisons with other areas in which police work is more difficult and dangerous is inappropriate in Buchanan. However, it is the Village's position that it compares favorably in virtually all terms and conditions of employment with other police officers in nearby communities.

The Village indicates that acceding to the PBA demands may lead to the possibility of discontinuing the Village police force in exchange for the services of the State police. The Village is reluctant to take this course of action. However, if the cost of maintaining the present police force goes beyond a reasonable amount, the Village will feel compelled to select the State police alternative as an economically attractive choice.

The Village points out that with respect to its ability to pay, Buchanan's fiscal status in 1978-79 compares unfavorably to the preceding year's economic status. One of the major contributory factors in the deteriorated financial position of the Village is the takeover by New York State of ownership and control of one of three Consolidated Edison generators at the Indian Point site. This move by the state has resulted in a tax loss to Buchanan of \$27,000 per year. This loss has resulted in a 2% decline in realty tax revenue,

and an increase in the tax rate from \$19.00 to \$20.00.

The Village notes that the general revenue has decreased by almost 33% from the 1977-78 estimate, and approximately 9% from the actual general fund revenues in 1976-77. Although part of this decrease is attributable to state mandated changes in the accounting procedures, it is nonetheless noteworthy.

The Village summarizes its position by pointing out that the increases asked for by the PBA are in direct conflict with the substantially reduced revenue available to the Village.

Item 1 Salary

The PBA is proposing the following salary increase. A 4% salary increase effective June 1, 1978; a 4% increase December 31, 1978; and an 8.5% increase effective June 1, 1979.

Such an increase would result in a salary of \$19,480 effective June 1, 1979 for a patrolman with more than four years of service. The PBA states that such an increase would be in the area of other settlements for 1979 in Westchester County. The PBA points to the salary for patrolman after four years in Croton at \$20,187; in Hastings at \$20,748; in Ossining at \$19,530; and in Pelham Manor at \$19,450.

The PBA points out that the current maximum salary provided by the contract is \$16,600 which is the second lowest police officer salary paid in Westchester County.

The Village points out that in the calendar year 1977-78, although the maximum contract salary was \$16,600, police officers made between \$18,740.96 and \$22,810.27, including overtime. The amount proposed by the Village is 6 1/2%, effective June 1, 1978, and 6 1/2%, effective June 1, 1979.

The Village believes its proposal is fair and adequate under present economic conditions, and falls within federal wage-price guidelines.

After careful consideration of the arguments presented by the parties, and mindful of its obligations under Section 209.4 of the law, the arbitration panel believes that the following is a fair and proper settlement of the salary issue:

Salary (based after 4 years) effective June 1, 1978, 4%; December 1, 1978, 4%; June 1, 1979, 6%.

The arbitration panel believes that this recommendation is within the president's guidelines, and represents an increase that is within the Village's ability to pay, and is commensurate with the duties performed by police officers in Buchanan, as compared to others employed elsewhere.

Item 2 Longevity

The PBA proposes longevity payments of 2% after 5 years; 4% after 12 years; and 6% after 16 years. At the present time, police officers receive a flat dollar payment for longevity when they reach specified years of service.

The PBA is asking that this system be converted to a percentage basis to permit longevity to grow automatically as salaries rise in the future.

The Village opposes this proposal as representing a significant increase in police officer income in excess of any amount justifiable under the present objective conditions.

After carefully examining the PBA's proposal, and considering the Village's opposition to that proposal, the arbitration panel finds that no change in the amount or system in calculating is justified at the present time.

Item 3 Sick Leave

The PBA proposes 24 days of sick leave per year, accumulation to 280 days with pay upon retirement as follows:

50% of days accumulated if 50 or less days accumulated;
60% of days accumulated if less than 100 days accumulated;
if more than 100 days accumulated, 75% of all days accumulated.

The PBA contends that Buchanan is 11th out of 17 comparable jurisdictions receiving sick leave allowances. In addition, the PBA believes that increasing existing pay-out of retirement will reduce the cost of overtime to the Village, since it will act as an incentive to cut back on the use of sick leave.

The Village points out that the PBA's proposal represents a 100% increase in the number of days allocated for

sick leave. The panel's attention is directed to statistics indicating the abundance of accumulated sick leave, demonstrating a lack of any pressing need to expand this number to take care of any real sick leave needs of the Buchanan police force.

The Village believes that the increased pay-back formula proposed by the PBA is a camouflaged method of augmenting the retirement package for certain members of the bargaining unit.

The Panel believes there is certain merit in encouraging police officers to save their sick leave days. Such an incentive method accrues jointly to the employer as well as the employee. However, the panel believes that the pay-back scheme proposed by the PBA is somewhat excessive, but finds the following plan fair and proper:

38% of days if 0 to 35 days; 50% days if 36 to 70 days; 65% of days if 71 to 105 days; 75% of days if 106 to 140 days.

Item 4 Insurance

The PBA proposes the continuance of a \$5,000 life insurance policy after retirement, and the adoption of the tri-county dental and life insurance plan with payroll deductions for all insurance. The PBA points out that the cost of these insurance plans provided by the tri-county federation of police welfare benefit programs would be

less expensive than the present plan financed by the Village. In addition, the tri-county program has agreed to open the plan to other Village employees. This arrangement would forestall the possibility of additional costs for other Village employees due to the reduction of police officers from the existing plan.

The Village maintains that the existing coverage in Buchanan compares favorably with those in neighboring municipalities. The Village is concerned over the impact that any special insurance arrangement would have with respect to other employee groups on the payroll of the Village. The Village believes that the present insurance and dental plan coverage is fair, and the PBA's proposal unrealistic and unacceptable.

It is the panel's understanding that the Tri-County Federation Police Welfare Benefit Programs will make available to other employees on an associate membership basis, a dental and life insurance program at a rate of \$180.00 annually for family coverage, and \$.35 per one thousand dollar per month per member - annual cost of \$42.00 for \$10,000 life insurance policy. The only additional cost would be a \$15.00 per member per year dues payment above and beyond the benefit package cost. Although the Tri-County Federation of Police cannot guarantee these

rates for the duration of the contract, the PBA is prepared to agree to a ceiling of benefit cost of \$222.00 per member per year. In that way, the Village is guaranteed that there would be no additional costs in this area for the duration of the contract.

Based on the proposed cost to the Village of the PBA proposal, the guaranteed extension of the plan to other employees of the Village, and the PBA's willingness to have its own members assume any costs over \$222.00 per member per year, this arbitration panel finds that the PBA's proposal concerning life insurance and dental plans acceptable.

Item 5 Vacations and Bereavement Leave

The PBA is asking for the following vacation arrangement. After one year, five working days; after two years, ten working days; after five years, fifteen working days; after ten years, twenty working days; after seventeen years, twenty-five working days; after twenty years, thirty working days.

In addition, the PBA is seeking an additional day leave for purposes of bereavement.

The PBA claims that their vacation proposal varies from the existing contract by adding a new category for twenty year employees. In exchange, the PBA proposal reduces the amount of vacation a one year police officer is entitled to

from ten to five working days.

The PBA believes that an additional bereavement day is justified on the basis of the need for time off in the event of a death of a close family member.

The Village opposes the PBA's vacation proposal on the ground that the Village provides vacations that are well within the amount received by police officers in neighboring municipalities.

However, the Village has another concern involving the cumulative vacation days owed to police officers. The Village considers the existence of the vacation bank as a potential source of difficulty should it be allowed to continue to exist and grow. The Village asks the arbitrator to direct that all such accumulated vacation time be taken by the unit members no later than the expiration of the forthcoming agreement. The Village asks that it be given the opportunity to schedule vacation time so as to exhaust the vacation day bank, and thus create a manageable vacation policy.

The Village finds the PBA's bereavement proposal unacceptable. The present agreement provides for three day funeral leave and six day personal leave. This constitutes a total of nine days which can be used by Village police officers for bereavement purposes. The Village considers any addition to this amount without merit.

The arbitration panel finds merit in the PBA's vacation proposal for reducing vacation for one year police officers to five days, and establishing a category of vacation of thirty days for police officers with twenty or more years of service. This arrangement would not place an undo burden on the Village, nor significantly increase its financial obligation with respect to this agreement.

In addition, the arbitrator finds merit in the Village's proposal dealing with the excessive buildup of credit by police officers in the vacation bank.

Accordingly, the arbitrator directs that all vacations be taken and completed in the anniversary year they are earned.

The arbitrator also directs that all accumulated vacation now in the vacation bank be exhausted by the expiration of the contract, if and when scheduled by the police chief.

The arbitrator finds no justification for increasing the number of bereavement days as proposed by the PBA.

Item 6 Cleaning Allowance

At the present time, police officers receive \$125.00 cleaning allowance. The PBA points out that it is the lowest cleaning allowance in Westchester County. The range in other jurisdictions is \$100.00 to \$275.00. The PBA is proposing

an increase in the cleaning allowance to \$200.00.

The Village believes that the present allowance of \$125.00 is sufficient, and that there is no evidence that Buchanan police officers cannot care for their uniforms at that price. In addition, the Village notes that in comparison to neighboring localities, the present level of uniform cleaning allowance is not unreasonable.

The arbitration panel finds that on the basis of the increased cost of living, as well as stipends paid in other areas for cleaning allowance, that an increase in this benefit to \$200.00 per year is not unreasonable. An important aspect of any police department is a clean and orderly appearance by its police officers. The amount of \$200.00 does not seem excessive for that purpose. The cleaning allowance shall therefore be increased to \$200.00.

The arbitration panel has taken into consideration the statutory criteria as set forth under Section 209.4 (c) (v) in arriving at its determination in this dispute. While the findings of this panel does not grant either side all the proposals submitted to the panel, we believe that the totality of the findings contained herein provide a fair and equitable settlement of the dispute between the parties.

DATE: May 4, 1979

Edward Levin
EDWARD LEVIN, CHAIRMAN

DATE: May 4, 1979

John P. Henry
JOHN P. HENRY, PBA DESIGNEE

DATE: May 4, 1979

William Burke
WILLIAM BURKE, VILLAGE DESIGNEE

STATE OF NEW YORK ss:
COUNTY OF NEW YORK

Appeared before me this 4 day of May, 1979, EDWARD LEVIN, to me known, who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

LINDA FERRARA
Notary Public, State of New York
No. 24-4674998
Qualified in Kings County
Commission Expires March 30, 1980
Linda Ferrara

STATE OF NEW YORK ss:
COUNTY OF WESTCHESTER

Appeared before me this 4 day of May, 1979, JOHN P. HENRY, to me known, who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

Frank R. Colacini

FRANK R. COLACINI
Notary Public, State of N.Y.
#60-0698560
Cert. Filed with West. Co. Clk.
Comm. Expires March 30, 1981

STATE OF NEW YORK ss:
COUNTY OF WESTCHESTER

Appeared before me this 4 day of May, 1979, WILLIAM BURKE, to me known, who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

Frank R. Colacini

FRANK R. COLACINI
Notary Public, State of N.Y.
#60-0698560
Cert. Filed with West. Co. Clk.
Comm. Expires March 30, 1981