

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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In the Matter of the Impasse :
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 between :
 : O P I N I O N
 City of Peekskill : and
 : A W A R D
 and :
 :
 The N. Y. S. Federation of Police, Inc. :
 (Sergeants Bargaining Unit) :
 :
 CASE NOS: IA83-30; M83-381 :
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FINAL AND BINDING OPINION AND AWARD OF TRIPARTITE PUBLIC ARBITRATION
PANEL PURSUANT TO SECTION 209.4 OF THE CIVIL SERVICE LAW

PUBLIC PANEL MEMBER AND CHAIRMAN:
Dr. Theodore H. Lang (Professor)
Baruch College of the City University of New York
17 Lexington Avenue
New York, N.Y. 10010

EMPLOYER PANEL MEMBER:
Terence M. O'Neil, Esq.
Rains and Pogrebin, P.C.
210 Old Country Road
Mineola, N.Y. 11501

EMPLOYEE ORGANIZATION PANEL MEMBER:
Mr. John P. Henry, Director of Labor Relations
New York State Federation of Police, Inc.
5 Skyline Drive
Hawthorne, N.Y. 10532

The New York Public Employment Relations Board, on or about February 22, 1984 invoked the provisions of the Civil Service Law, Section 209.4 and designated the undersigned as the Public Arbitration Panel for the purpose of making a just and reasonable determination of this dispute.

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This Opinion and Award was prepared by the Public Panel Member and Chairman of the Panel, Professor Theodore H. Lang of Baruch College.

HISTORY OF THE IMPASSE

This Impasse exists between the City of Peekskill (hereafter, the City) and the N. Y. S. Federation of Police, Inc. (Sergeants Bargaining Unit) (hereafter the Federation). Despite negotiations and mediation services provided by P.E.R.B., the parties have not succeeded in reaching agreement for a new contract for the one-year period from January 1, 1983 to and including December 31, 1983.

These are the first negotiations for the Sergeants as a separate bargaining unit. The Sergeants were included in the Police Officers' Bargaining Unit prior to December 31, 1976. Thereafter, there were informal negotiations which culminated in agreements in or about September, 1978 and August, 1980. These agreements are in evidence. In sum and substance these agreements contained all of the provisions of the Police Officers' Agreement and made modifications in salary and overtime. Except as proposed in Federation's proposals the parties have agreed to incorporate the now existing agreement between the City and the PBA. This Police Officers' Agreement covers the period January 1, 1983 to December 31, 1985, and a copy of it is in evidence as City Exhibit 3. The parties, therefore, have resolved all issues, except those listed below. However, since the parties have not agreed to a three year length for their new agreement, the clauses of the PBA Agreement will have to be adjusted to a shorter term.

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Mr. Terence M. O'Neil, Esq., of Rains and Pogrebin, P.C., responded to the Petition on behalf of the City on or about October 25, 1983, by providing contract language for an entire contract, incorporating its proposals therein.

A hearing was conducted by the Panel at the Administrative Offices of the City on May 4, 1983. The City was represented by Bruce R. Millman, Esq. of Rains and Pogrebin, P.C.; and the Federation was represented by David Schlachter, Esq., Attorney for the Federation. The parties were accorded ample and full opportunity to present exhibits and testimony. There was no official transcript of the hearings, the parties having stipulated, "...that the record of this hearing shall be constituted solely of the exhibits and testimony, and briefs, and reply briefs, if any, supplied by the parties and that the parties affirm that they do not wish a transcript." The parties submitted timely briefs on or about June 11, 1984 and declined the opportunity to submit reply briefs. There were three joint exhibits, 11 Federation exhibits, 28 City exhibits, two Federation witnesses and two City witnesses.

The Panel met in executive sessions on June 26 and August 17, 1984 to discuss this arbitration.

The open issues at the conclusion of the hearing, and as covered in the briefs of the parties, were the following:

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Federation:

- (1) length of agreement
- (2) salary increase
- (3) time and one-half payment for overtime
- (4) unlimited accumulation of sick leave and compensation for accumulated unused sick days upon retirement
- (5) increased uniform allowance
- (6) increased vacation allowance
- (7) additional holidays
- (8) grant of personal leave days
- (9) minimum time on recall
- (10) increase in longevity increments
- (11) a night differential
- (12) increase in welfare fund payments
- (13) agency shop
- (14) bereavement leave

City:

- (1) changes in health and life insurance
- (2) time for Federation representation
- (3) tuition reimbursement.

All of the data received, oral and documentary evidence, statistical data, oral arguments and post-hearing briefs have been carefully considered. The Federation makes comparisons throughout its presentation internally with police officers, firemen, and other employees of the City. The Federation places special emphasis on external comparisons with Sergeants in other cities in Westchester, namely: White Plains, New Rochelle, Mt. Vernon, and Yonkers. Other comparisons are made to the Town of Yorktown and the Village of Ossining, and to other towns and villages in Westchester.

The City emphasizes its citizens' relatively lower median income and greater tax burden and the City's recent serious financial calamity when

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the City had to obtain special State permission to sell bonds valued at four million dollars to fund high accumulated budget deficits.

"Against this economic backdrop, the City believes that there is no justification for the Union's demands, which would award the Peekskill sergeants greater salaries and benefits than their Westchester city counterparts, as well as their fellow City employees, and upset the historic relationship between the compensation of Peekskill's sergeants and the compensation of its Police officers." (City Brief, p. 9.)

The City emphasizes that, "... (E)very negotiating unit in the City has voluntarily negotiated an agreement with the City which recognizes its current (and presumably temporary) financial plight." (City Brief, p. 9.)

The City feels strongly that these internal comparisons and comparable treatment of employees in the financial crisis should be an overriding consideration.

After deliberation, this Opinion and Award are rendered. The Panel agreed that, since this will be the first full Agreement and will be based, except where differences are negotiated by the parties or recommended herein, on the January 1, 1983 to December 31, 1985 Police Officers' Agreement, that its awards be embodied in a complete Agreement which is attached herewith as the Panel's awarded Agreement.

In regard to all items, the Panel has considered seriously the statutory provisions applicable to compulsory interest arbitrations pursuant to §209.4 of the Civil Service Law, which provides in part:

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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 qualification; (3) educational qualification; (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.

The following is commentary on various aspects of the attached awarded Agreement:

(1) Length of Agreement.

The chairman notes that the Police Officers have a three-year agreement and the Chairman sought agreement in the Panel for a parallel three-year agreement. The City agreed. The Federation did not consent. Therefore, the Panel is awarding a two-year agreement, the maximum length which may be awarded, unless there is unanimity in the Panel that there be a longer term.

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(2) Vacation, Sick Leave, Holidays, Longevity Payments, Night Differential, Agency Shop, and Welfare Fund.

In these areas the Sergeants requested more than the Police Officers have achieved in their agreement. The Panel awards that in these seven areas internal consistency within the Department is more important than external comparisons and that the Sergeants receive the same contract clauses as the Police Officer.

(3) Personal Leave and Bereavement Leave.

Here the Federation seeks the same conditions as the Police Officers, but the City offers less. The Panel awards that in these two areas internal consistency is paramount and thus the Sergeants shall receive the same contract clauses as the Police Officers, and has so awarded in the attached Agreement.

(4) Health and Life Insurance.

The Federation made no proposal on health insurance. The City seeks the same change in health insurance and life insurance as the Police Officers attained in their recent agreement. Here again the Panel finds paramount the need for internal consistency within the Department.

(5) Time for Federation Representation.

The City argued that this Unit did not need time for Union business. The Federation sought the same privileges as the Police Officers. Recog-

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nizing the difference between these higher officers and the patrolmen, a modified clause is awarded in Article III, §2 of the Attachment hereto.

(6) Tuition Reimbursement.

The Federation made no proposal on tuition reimbursement. The City proposed that the Police Officers' clause was inappropriate for this rank. The Panel finds the wording of the Police Officers' clause inappropriate for the Sergeants' Unit. No award is made on this item.

(7) Time and one-half payment for overtime.

At present a Sergeant receives no pay for overtime. He receives time off on an hour for hour basis for all overtime worked before his regular shift when called in early. He receives no credit at all for overtime rendered after his regular shift when he is held over.

The Federation proposes that Sergeants receive pay on a time and one-half basis for all overtime. The Federation cites the almost universal practice in cities in Westchester County and in Yorktown and Port Chester and in towns and villages in Westchester to pay time and one-half for overtime. Further, the Federation states in its Brief (at p. 13):

The City has argued that the Sergeants have waived their right to overtime and that they did this in 1978 in order to secure a fifteen percent (15%) salary increase (City Exhibit 2). In the 1978 agreement it was specifically provided that there was no waiver of the right to negotiate overtime in 1980 and thereafter. There was certainly no intention on the part of the

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parties for Sergeants to work in perpetuity without payment of overtime. It should be observed that Sergeants in Peekskill are paid substantially less than Sergeants in most other jurisdictions in Westchester County, even including the fifteen percent (15%) salary increase that was given in 1978.

The City strenuously resists this proposal for the following reasons:

- "The Sergeants have not received overtime pay since 1978 when they exchanged their right to overtime for an increased salary differential. On September 24, 1978, the sergeants entered into an agreement with the City which stated in relevant part: 'As part of this request to settle our contract we hereby offer, on an experimental basis, to waive payment in time or in money for overtime work performed from the date of the signing of this contract until December 31, 1979.'" (City Brief, p. 34.) The Sergeants' differential over the Police Officers jumped from 7.3% in 1977 to 10.5% in 1978.
- In the successor 1980-82 Agreement, "the waiver continued with no suggestion that it was experimental or that the experiment had failed." (City Brief, p. 34.) As a result of the 1980-82 Agreement the said differential jumped to 12% in 1981 and to 15% in 1982. "The agreement also stated that 'Sergeants will not receive overtime pay or additional reimbursement for ordered overtime of specialized work.'" (City Brief, p. 34.)
- Sergeants have supervisory status. "The exemption of overtime of supervisory personnel is a common practice nationwide. Indeed, the Federal Fair Labor Standards Act exempts individuals in an executive or supervisory position from the statutory right to overtime pay." (City Brief, p. 35.)

DISCUSSION AND AWARD ON OVERTIME AND MINIMUM RECALL

The City feels strongly that the Sergeants gave up pay for overtime indefinitely when they traded it for a differential which went from 7.3% in 1977 to 15% in 1982. The Federation insists that they have always

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retained the privilege of renegotiating the ban on payment for overtime. The Chairman notes that the September 29, 1978 letter from Sgt. Karl Hoffman and the other Sergeants, accepting the 1978 Agreement, clearly states:

The one stipulation that we request is that we are not waiving our right to re-negotiate or to negotiate payment for overtime in the year 1980 and thereafter.

The comparative data, both internally in the City and externally in Westchester County, overwhelmingly supports the Federation's position. It is difficult in 1984 to argue convincingly against an employee organization's demand for time and one-half pay for overtime beyond the 40 hour week. Therefore, it is time for the City to modify its traditional policy of no pay for Sergeants for overtime. On the other hand, in view of the City's 1983 financial condition and the history of this term of employment in the City, it should be instituted prospectively, effective December 1, 1984, and the financial impact should be moderated by payment for all overtime which exceeds four hours per week.

(8) Increased Uniform Allowance.

The City suffered a major financial crisis in 1983. It froze wages of Police Officers and other employees with whom it reached agreements. To relieve financial pressure on employees at a minimum cost to the City, it increased uniform allowances of uniformed personal and granted such allowances to other personnel in 1983 and 1984. Thus Police Officers received the following schedule of one-time uniform allowances:

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5/1/83	\$500
12/1/83	\$500
5/1/84	\$1000
12/1/84	\$1750
5/1/85	\$300

The Federation simply proposes that the Sergeants receive a \$700 uniform allowance and receive a substantial salary increase in lieu of the large uniform allowances granted to the Police Officers.

The City proposes that the Sergeants receive the same uniform allowances as the Police Officers coupled with the two year wage freeze that the Police Officers accepted.

DISCUSSION AND AWARD ON UNIFORM ALLOWANCE

The City has established a pattern of granting increased uniform allowances for the years 1983 and 1984 during the period of financial exigency in order to make funds available to employees and in order to save itself other costs, which were related to or calculated on base salaries (City Brief, p. 31). The financial condition of the City during the 1983 and 1984 years is a matter of paramount consideration. Therefore, internal comparisons are more persuasive than external in the unusual circumstances of this Case. The Panel will, therefore, follow a pattern of enlarged uniform allowances.

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However, the Chairman notes that the City's uniform allowance grants to white collar, blue collar, police officers, and firemen are greater for the higher paid employees. Therefore, the uniform allowance grant incorporated in the attached awarded Agreement will be larger than the uniform allowances granted to the Police Officers.

(9) Salary Increase.

At present Sergeants receive a 15% differential over Police Officers' top salary. The Federation proposes the following:

Members of the bargaining unit shall be entitled to an annual salary which reflects 20% over a Peekskill Police Officer at top pay.

The City proposes increased uniform allowance, as discussed above, but proposes a wage freeze for 1983 and 1984.

In support of its position the Federation points to the following:

- A three year wage increase for Police Officers amounting to 20.6%, or an annual increase of 6.8%.
- One city in Westchester County has a 21.5% differential, and another city a 17% differential.
- Firemen and Teamsters in the City received increases averaging 7.1% and 6.8% per year over a three year period.
- The City has the ability to pay this increase to the eight Sergeants, notwithstanding its financial problems.
- If the City Assessor had taken proper action to assess the recycling plant at Charles Point, or if the City took appropriate steps to safeguard its financial integrity, or if the City taxed to its statutory tax maximum, there would be no question whatsoever of its ability to pay the fair and justified increases requested.

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In support of its position, the City makes the following points:

- The interests and welfare of the public and the financial ability of the public employer to pay are major considerations for the Panel and must be taken into account in evaluating this demand.
- Peekskill is the poorest City in Westchester County with the lowest median family income and per capita income. The median housing value in Peekskill is far lower than those of the other Westchester cities.
- Peekskill has the highest taxes as measured by tax rate per \$1,000 full value. "In addition, Peekskill's school tax rate per \$1,000 of assessed value was the highest amongst Westchester city school districts for the same year." (City Brief, p. 15.)
- Peekskill is presently facing severe financial hardship. It has borrowed \$4,000,000 to fund budget deficits, an extraordinary state of affairs in a municipality.
- "It is also unfeasible for Peekskill to improve its financial position through increased taxes. Peekskill is already near its constitutional tax limit. In any event, the Peekskill citizens are already amongst the most severely taxed in the County, and their inability to pay the taxes currently levied upon them is a major cause of the City's present plight." (City Brief, p. 24.)
- "Therefore, the City of Peekskill simply has no resources with which to fund additional expenses in the form of salary increases and other economic benefits." (City Brief, p. 24.)

DISCUSSION AND AWARD ON SALARY INCREASE

The City has faced one of the most severe financial exigencies during 1983. Fortunately, by its aggressive management, it has found a significant new source of income by allowing the construction of the refuse recycling plant at Charles Point. This income will clearly be

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available in 1985, and probably some will be available in 1984. Because there are only eight Sergeants the amount of money involved in any increase would be relatively little.

External comparisons would justify salary increases in flat dollar amounts.

However, they do not justify increasing the differential from 15% to 20%. This concept of enlarging the differential is disapproved herewith. The 15% differential was recently achieved in 1982, and it is a common and fair differential.

This Report and Award has opted for placing great weight on internal comparisons in the years of financial exigency, 1983 and 1984. This leads us to the enlarged one-time uniform allowances and a wage freeze for 1983 and 1984. However, this is troublesome and has within it the seeds of unfairness. Police Officers accepted a backloaded three-year agreement which not only provides a richer third year, but rolls the enhanced allowance into a wage increase in the third year. Minimally, by the end of the two-year Agreement herein awarded, that part of the uniform allowance granted in lieu of salary increases should become an increase in basic wages. The attached awarded Agreement takes the appropriate action. It is not possible to deal here with the year 1985 and the larger increases granted by the City to Police Officers in that year.

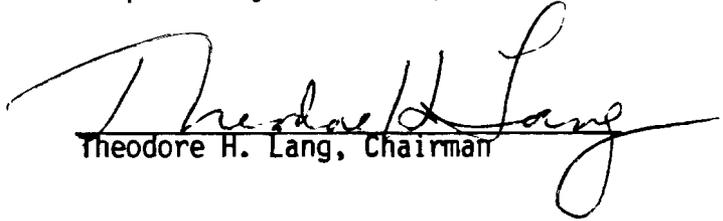
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CONCLUDING REMARKS

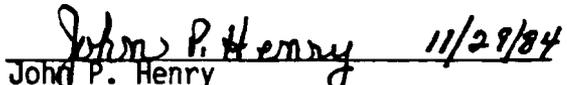
The action taken herein of awarding a full new Agreement is unusual, and is taken because of the fact that this is the first full agreement between the parties; and is, in large measure, parallel to the Police Officers' Agreement. The fixing of salaries and terms and conditions of employment of Sergeants in the City of Peekskill for 1983 and 1984 is long overdue. The period of contract and the salaries and terms and conditions of employment are hereby fixed by this Opinion and Award pursuant to Article 14, §209.4 of the Civil Service Law. Police protection is a most essential government function, and speedy implementation of this Award is in the best interests of the parties and of the people of Peekskill.

October 30, 1984

Respectfully submitted,


Theodore H. Lang, Chairman


Terence M. O'Neil, Esq.
Employer Panel Member


John P. Henry
Federation Panel Member
Dissent on Items #7

Attachment to Opinion and Award

CONTRACT between the CITY OF PEEKSKILL, a municipal corporation (hereinafter variously referred to as the "Employer" or the "City") and the NEW YORK STATE FEDERATION OF POLICE, INC., representing the Peekskill Sergeants (hereinafter referred to as the "Association") Awarded by the Arbitration Panel pursuant to Article 14, §209.4 of the Civil Service Law.

ARTICLE I. UNIT

This Agreement shall apply to the Sergeants of the Police Department of the City of Peekskill.

ARTICLE II. RECOGNITION

The Association, having heretofore presented appropriate evidence that it represents the majority of the employees in an appropriate bargaining unit, is therefore recognized as the exclusive employee organization representing Sergeants for the purpose of collective negotiations with the City in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the Collective Bargaining Agreement herewith executed.

ARTICLE III. ASSOCIATION RIGHTS

Section 1. The Association shall have the right to post meeting notices and other communications concerned with the conduct and

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administration of local Association business on bulletin boards maintained on the premises and facilities of the Employer and located in the Sergeants' locker room. Such material for posting shall be submitted to the City Manager of the Employer, or his/her designee, three (3) working days before posting for review and approval. The Attorney for the Association and its two officially-designated Association Representatives, all of whose names shall be registered with the City Manager, and shall be active working members of the Department, shall have the right of visitation upon the Employer's facilities for the purposes of adjusting grievances and administering the terms and conditions of this contract, providing, however, there shall be no interference with normal operations as a result of such visits.

Section 2. The times for questions involving administration of this Agreement and for the negotiation of successive Agreements shall be set by mutual agreement with the City Manager of the Employer, or his/her designee.

Time for Union business may be granted at the discretion of the City Manager.

ARTICLE IV. CLASSIFICATION RATES AND WAGES

Section 1. Members of the unit shall be paid the wage rates listed below, effective on the dates indicated:

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Effective Dates

	<u>1/1/83</u>	<u>1/1/84</u>	<u>Close of Business 12/31/84</u>
Starting	\$25,140	\$25,140	\$27,866
After 1 year	\$26,282	\$26,282	\$29,132

Section 2: Longevity increments should be payable according to the following schedule:

- After 8 years of service - \$100 per year
- After 12 years of service - \$150 per year noncumulative
- After 16 years of service - \$200 per year noncumulative

Longevity increments shall start to be paid on the January 1st following the employee's anniversary date of eligibility.

Article V. Overtime

Section 1. Early call-in and holdover overtime.

Effective December 1, 1984, time and one half (1-1/2) shall be paid for this category of overtime, worked in excess of the normal scheduled tour of duty, which exceeds four hours in the week. There will be no compensation in time or wages for overtime in this category of four hours or less in the week.

Section 2.

Except as provided in Section 1, effective December 1, 1984, overtime in the minimum amount of two (2) hours shall be credited in compensatory time on an hour for hour basis for all overtime, resulting from call-backs, off-duty court time, motor vehicle hearings, Grand Jury appearances, District Attorney conferences and mandatory training exercises.

Section 3.

Overtime must be authorized by the ranking officer on duty and the overtime rate shall be determined by dividing the officer's current annual base rate by 2080.

ARTICLE VI. UNIFORM ALLOWANCE

All members of the unit shall be paid the uniform allowance listed below on the dates listed herein:

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For the year 1983	\$1,150.00*
** Upon approval of Agreement in 1984	\$1,150.00*
12/1/84	\$1,950.00

ARTICLE VII. HOLIDAYS

Section 1.

All members of the unit shall be entitled to eleven (11) holidays. The eleven holidays are: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day.

Section 2.

No more than five (5) holidays may be taken in compensatory time off. The remainder entitlement is to be paid in cash during the first two weeks of December of each year of the contract. Furthermore, compensatory time shall be subject to the needs of the Department, but shall not be unreasonably withheld. Such compensatory time shall be taken within one (1) year of the eligible holiday. There shall be no entitlement for any holiday falling due during a period when an officer is under suspension or is on leave of absence. To become entitled to any compensatory time, the employee shall make such request for compensatory time in writing three (3) days in advance, Saturdays and Sundays excluded, except in emergency situations.

* Inclusive of the May 1 \$250 payment which may have already been made by the City.

** Effective with the close of business on December 31, 1984, the clothing allowance reverts to \$250, payable May 1, 1985, subject to further collective negotiations for 1985.

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ARTICLE VIII. LEAVES OF ABSENCE

A. Sick and Personal Leave

Section 1.

Each employee shall have twelve (12) workdays sick leave with pay per year cumulative to two hundred (200) workdays.

Section 2.

Each employee shall be entitled to use not more than two (2) sick leave days per fiscal year for the purpose of attending to matters which cannot be attended to during off-duty time. Such use of sick leave shall be on the prior approval of the City Manager or his designee, provided, however, that such approval shall not be unreasonably withheld.

Section 3.

The City reserves the right to require a physical examination by a physician of its own choosing to determine an employee's fitness to return to work following any absence because of illness or accident of more than three (3) days.

Section 4.

All other City of Peekskill Civil Service regulations pertaining to sick leave shall be applicable.

B. Bereavement Leave

In the event of a death in an employee's immediate family, which shall include grandparent, parent, husband, wife, child, brother,

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sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any other relatives who permanently reside in the same dwelling unit with the officer, the officer shall not be required to report for a scheduled tour of duty prior to the expiration of three (3) work days following the date of death.

ARTICLE IX. VACATIONS

Section 1.

During the term of this contract, employees shall receive ten (10) working days' vacation after one (1) year of employment, fifteen (15) working days' vacation after five (5) years of employment, twenty (20) working days' vacation after ten years of employment, and twenty-five (25) working days vacation after fifteen (15) years of employment.

Section 2.

Vacations shall be scheduled by the Commissioner on a seniority basis within classification. However, no consecutive period of vacation shall be for a period longer than three (3) calendar weeks without the express authorization of the City Manager or his/her designee.

Section 3.

All other City of Peekskill Civil Service regulations pertaining to vacations shall be applicable.

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ARTICLE X. INSURANCE - HEALTH AND LIFE

Section 1. Health Insurance.

The City shall pay the full cost of the State Employees' Health Insurance Plan subject to and in accordance with the provisions of the Civil Service Law and the regulations governing the State Health Insurance Plan for the employee and for his eligible family. Members hired on or after the signing of this agreement shall not be eligible for health insurance by the City if they are eligible for coverage under the plan of a spouse, provided the spouse's coverage is comparable to the health insurance plan being provided by the City for other members of the bargaining unit.

Members of the unit who withdraw from the City's plan during the life of this agreement shall receive \$500 if they were covered by the family plan, and \$250 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period. Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period provided, however, that in the case of a member who reenters in less than twelve (12) months no payment shall be made. After the twelve (12) month period, such member may only reenter the plan if he/she is no longer covered by the comparable plan of a spouse.

The City may switch carriers to another plan providing comparable coverage to the statewide plan. At least ninety (90) days' notice shall be given to the Association. In the event of a dis-

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pute as to the coverage of the new plan, the dispute shall be submitted to arbitration, provided, however, that such grievance shall be instituted at the City Manager's Level. The plan shall not be switched until a decision from the arbitrator has been rendered.

Section 2. Life Insurance.

The City shall contribute \$222 per year per participant towards Group Life and Dental Insurance coverage. For 1983, the City shall continue to pay the rates currently in effect for the plan currently being provided. Effective January 1, 1984, the maximum contribution shall be \$250.

Said insurance is to be carried by the City through Tri-County Federation of Police, Inc., unless the City can provide the same coverage at the same or lower cost through another carrier.

ARTICLE XI. PAY PERIODS

Employees shall be paid bi-weekly on every other Thursday.

ARTICLE XII. CHANGE IN WORKING CONDITIONS

The Employer shall notify the Association at least seven (7) calendar days in advance of any change in working methods or working conditions, except where such changes are required due to an emergency over which the Employer has no control. The present tours of duty shall continue until changed or modified as herein provided.

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ARTICLE XIII. GRIEVANCE PROCEDURE

Any grievance arising under this agreement shall be processed according to the procedures contained in the Police Department Manual.

ARTICLE XIV. NO-STRIKE, NO-LOCKOUT PROVISION

The Association will not engage in a strike or cause, instigate, encourage or condone a strike as provided in Section 210 of the Public Employees' Fair Employment Act, as amended, nor will the Employer engage in, cause, instigate, condone or encourage a lockout.

ARTICLE XV. TAYLOR LAW NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVI. ZIPPER CLAUSE

It is acknowledged by and between the parties that, during the negotiations which preceded this Agreement, each party has had the right and opportunity to make demands and proposals and that the understandings and agreements arrived at by the parties after the exercising of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered

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.in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated and executed.

ARTICLE XVII. TERM OF THE AGREEMENT

This Agreement shall be effective as of January 1, 1983 and shall continue through December 31, 1984.

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P.E.R.B. Case #'s IA-55;M78-33
Federation Panel Member - John P. Henry
Dissenting Opinion on Interest Arbitration
Panel Award on Item 7 (Overtime)

The Award of the majority of the Public Interest Arbitration Panel on Item 7 is in my opinion not consistent with the logic and criteria used to arrive at the remainder of the Panel Award in this matter.

The Panel Award in this case reflected the current agreement between the City of Peekskill and the Organized Police of the City of Peekskill (the bargaining unit for Police Officers in the City of Peekskill below the rank of Sergeant).

The text of the Interest Arbitration Panel Award contains many statements which proves conclusively that the foremost area of comparability considered by the Panel was the City's current agreement with the Police Officers bargaining unit. The glaring inconsistency is the Interest Arbitration Panel Award for members of the Sergeant's Bargaining Unit is overtime and call-back.

The Sergeant's Bargaining Unit, in their Exhibits presented at the Arbitration Hearings, proved that in the vast majority of municipalities in Westchester County, Sergeants enjoy overtime worked and also enjoy minimum call-back to the same degree enjoyed by members of the bargaining units below the rank of Sergeant.

If it was the intention of Interest Arbitration Panel to parallel the benefits of the O.P.P.A. contract, then the Panel should have been consistent and have awarded the same overtime and minimum call-back provisions that appears in the O.P.P.A. agreement with the City.

John P. Henry

John P. Henry
Federation Panel Member

November 29, 1984
Dated

Joseph Bufone Jr
11/30/84
Joseph Bufone Jr
Notary Public
No. 60-3176290
Qualified in Westchester County
Term Expires March 30, 1985