

BACKGROUND

Pursuant to Section 209.4 of the New York State Civil Service Law (NYSCSL), the New York State Public Employment Relations Board designated the Public Arbitration Panel to make determinations of the outstanding issues resulting from negotiations between the parties for an agreement to succeed the agreement which had expired on May 31, 1988. Martin F. Scheinman, Esq., was designated as the Public Member, Orazio Fontanella was designated as the Employee Member and Terence O'Neil, Esq., was designated to serve as the Employer Member.

Hearings in this matter were held at Village Hall on April 12, 1988, April 18, 1988 and June 13, 1988. At those hearings, both sides were afforded full opportunity to introduce evidence and argument in support of their respective positions. The parties waived post-hearing briefs.

At the conclusion of these hearings, the Panel met in executive session. This Opinion and Award was drafted by the Chairman, Martin F. Scheinman, Esq. He is solely responsible for the language selected.

STATUTORY CRITERIA

In making our "just and reasonable" determination we are mindful of the relevant criteria specified in Section 209.4. We have considered these criteria in great detail in reaching our conclusions below. Specific references to some of the criteria is made.

The panel is required to consider:

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 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.

ITEMS IN DISPUTE

1. Length of Agreement

The Employer suggests a two year Agreement as necessary to foster labor relations stability.

FINDINGS: The Panel concludes that a two year agreement is in the best interests of all concerned. A one year agreement would immediately place the parties in the position of having to negotiate for the year which began on June 1, 1988. In essence, it would mandate continual negotiations. Labor relations harmony requires that the Agreement run for the maximum period permitted by law, two years. Thus, our decision covers the period June 1, 1987 through May 31, 1989.

2. Salary

The PBA seeks a 13% increase for the 1987-88 fiscal year. In support of this proposal, the PBA argues that its members perform a vital function, one of the highest priority, for residents of the Village of Scarsdale.

In addition, the PBA suggests, its salary offer is well within the ability of the Village to pay. In fact, Scarsdale is one of the wealthiest communities in New York State, if not in the nation, (PBA Exhibits 38-41) according to the PBA. As such, it argues that Police Officers' salaries should be among the highest in the nation.

Despite the PBA Employer's wealth of income and property value, the PBA submits that its Officers are not paid appropriate wages. As a result, many Officers have to work second jobs just to be able to afford housing within reasonable commuting distance of Scarsdale, which the PBA stresses, is necessary because its members may be subject to call at any time. In fact, given their relatively low wages, PBA members cannot afford housing within Scarsdale where the minimum home price exceeds \$250,000 according to the testimony of Patrolman Timothy Garille.

Given these and related factors, the PBA argues that salaries for this unit are significantly below what they should be. As such, it contends, a 13% increase is warranted.

In addition, the PBA seeks increases in differentials for Sergeants to 20% and for those in specialized duty (Detective or Police Officer Detective) to 10%. Also, the PBA asks for Night Differentials of 10% and 20%, for the 4:00 p.m. - 12:00 p.m. and 12:00 Midnight to 8:00 a.m. shifts, respectively. In its view, the PBA's current differentials do not compare favorably with those given in comparable communities thereby necessitating the raises sought.

The Employer, made no salary offer, though it proposed that Section F of Article IV be deleted. As to wages, the Employer asks that the Panel take note of settlements received by other bargaining units in the Village. These settlements are far below the increases which the PBA thinks is appropriate, from the Employer's point of view. Also, the Employer argues that trends in the cost-of-living support a settlement far lower than the PBA's offer of 13%.

FINDINGS: While the PBA has effectively demonstrated that Scarsdale is a high income community with a

substantial ability to pay, this Panel cannot ignore the settlements given other groups within the Village - obviously, their employer is the same as the PBA's. Yet these agreements do not approach the 13% sought by the PBA.

Of greatest importance is the settlement with the Firefighters. Like the PBA, they are uniformed employees working in a high risk situation. Moreover, traditionally PBA increases and Firefighter improvements have been similar. Given these relationships, the Panel is convinced that a \$2,000 increase to First Grade Police Officers and all those within Grades is a reasonable award for the period June 1, 1987 to May 31, 1988. It is close in dollars to the Firefighters award. It is more than the increases gained by clerical and other non-uniformed employees of the Village of Scarsdale. It is within the Employer's ability to pay.

In addition, the Panel believes that a \$2,100 increase for the period June 1, 1988 to May 31, 1989 is warranted. It reflects an increase of approximately six per cent for that year. This figure is consistent with raises in comparable communities (see, for example, Union Exhibit 14). It is also higher than the one PBA

interest arbitration award issued since the Firefighter Award. In the PBA Case, IA87,M87-441, Village of Ossining and Ossining PBA, the Arbitrator awarded a 5% increase per year. The instant award of approximately 6% for each of two years reflects Scarsdale's greater ability to pay than Ossining. Thus, the raises set forth above, \$2,000 for 1987-88, and \$2,100 for 1988-89 is consistent with all relevant statutory criteria and reflects the interests of all parties.

As to the differentials sought by the PBA, the Panel is convinced that only the Detectives should be increased. As to Detectives' differential, we note that the PBA sought an "on-call" provision for this group. In view of not obtaining this provision, some increase in the differential is justified. Therefore, the Panel shall order that the Detective differential be increased from 6% to 6½%, effective June 1, 1987.

Finally, the Employer has not demonstrated that Article IV should be deleted. This proposal is rejected.

3. Health, Dental and Life Insurance

The Employer seeks to cap its contributions for these benefits at \$2,500 per year per employee.

In support of this proposal, the Employer points to large insurance premium increases, noting that the health insurance component has risen over 50% in the last year alone.

The PBA, on the other hand, rejects the idea of capping insurance contributions. In fact, it asks for substantial increases in life and dental premiums to maintain current benefits. The PBA also asks that the Employer pay for health insurance for the family of any unit member who dies while employed by the Village.

FINDINGS: After salary, insurance is the most significant issue before us. The costs of insurance are very high. Health premiums alone are well over \$4,000 for an employee and his or her family. The Employer is surely entitled to some relief from this high burden.

On the other hand, employees wages do not reflect insurance premiums. Any reduction in employer

contribution would represent a real reduction in wages for current employees, since they would have to pay part of the premiums.

What is the best way to balance the legitimate needs of the Employer and employees in this area? We believe that a system whereby new hires would pay part of health insurance premiums for a time is fairest to all concerned. It has no impact on the wages of current employees. New hires will know, upon entry to the Police Force, that they will have to pay part of their health insurance premiums. However, they will also know that the obligation to pay will cease after a period of time. On the other hand, the Employer will yield reasonable savings over the life of the Agreement. As such, a schedule whereby new hires, as of the date of this Award, must pay 10% for individual health coverage and 25% for family health coverage until they achieve first grade, is fair.

Furthermore, the Employer should not be obligated to provide health insurance to new hires if they are eligible to receive comparable benefits through a plan provided by a spouse's employer. As a result,

the Employer will effect some savings but without substantial cost to the new hire. Also, should the new hire's spouse lose eligibility under his or her plan, the new hire must be immediately eligible to receive coverage under the Employer's plan. Therefore, the new hire will be fully protected while the Employer need not provide double coverage.

In addition, the Panel is convinced that any current Police Officer be permitted to receive an "in lieu" payment of 25% of the premium cost of insurance he or she would have been eligible to receive from the Employer. In order to receive this in lieu payment, the Officer must demonstrate to the Employer and the PBA that he or she is covered by another insurance plan.

In sum, while the health insurance findings represent some changes from the current procedure, they are minor compared to what the Employer sought. Moreover, they affect no current Police Officer. Finally, though they affect new hires, that effect is nullified when the Officer reaches first grade. Given these factors, our findings in this area, which permit the Employer to realize reasonable savings, are warranted.

As to Dental Insurance, the Panel concludes that an \$80 increase, effective June 1, 1988, is justified. The new figure represents the amount which Firefighters receive and there is no reason to treat the PBA different from that group in this area.

Concerning Life Insurance, we find that the Employer's contribution should be raised to \$100 per year, effective June 1, 1988. This increase is needed to maintain current benefits.

Finally, no evidence exists to grant any other proposals concerning insurance. Therefore, they are rejected.

4. Longevity

The PBA proposes a longevity schedule as follows:

<u>Start of</u>	<u>Amount of Base Salary</u>
Third Year	1%
Fifth Year	2%
Eighth Year	3%
Twelfth Year	4%
Sixteenth Year	5%
Nineteenth Year	6%

The Employer rejects this proposal.

FINDINGS: The evidence does not support any improvement in this area. Current longevity payments are sufficiently in line with other units so that no change is necessary.

5. Holidays

The PBA asks for 15 paid holidays, whether or not actually worked. It also seeks treble time pay for any member required to work on a holiday. Finally, the PBA proposes that an individual be given the option of time off for any holiday in lieu of payment.

The Employer, on the other hand, asks that Holiday pay be granted only when the holiday was worked.

FINDINGS: While the Panel sees no need for any change in the method of holiday pay computation, we believe that the PBA deserves an increase in the number of holidays. The recent Firefighters Interest Arbitration Award provided for a thirteenth holiday. Given the close relationship between the two groups, a thirteenth holiday is also justified here. Thus, we shall order that, effective June 1, 1988, an employee's birthday shall constitute a holiday pursuant to the Agreement.

In addition, we note there is some confusion as to the status of Martin Luther King Day. To clarify same, the Panel shall direct that the twelfth holiday shall be listed as this day. All other holiday proposals of the parties are specifically rejected.

6. Sick, Personal and Bereavement Leave

Both parties made proposals in this area. In essence, the PBA seeks an increase in sick and personal leave allotments while the Employer asks that these be decreased.

FINDINGS: No compelling evidence has been cited which would require any alteration in these entitlements. Therefore, all sick, personal and bereavement leave proposals are rejected.

7. Clothing Allowance

The PBA seeks increases for all Officers and added payments to certain officer's assigned to the Detective Division or regular plain-clothes duty. It also asks for uniform repairs and uniform shoes paid for by the Employer.

The Employer rejects these proposals as too costly and unnecessary.

FINDINGS: While the PBA's proposals must generally be rejected, the Panel does see a need to improve the clothing allowance for Officers assigned to the Support Squad. These are the only individuals required to wear both Department uniforms and civilian clothing, based on the assignment involved. Therefore, they deserve some monetary recognition for this requirement. As a result, we shall order that, as of June 1, 1988, any Officer reappointed to the Support Squad shall be given an additional \$50 clothing allowance.

8. Deferred Compensation Plan

The PBA seeks a deferred compensation plan similar to that negotiated by other units.

The Employer takes no position on this request.

FINDINGS: There is no reason to deny the PBA's proposal. It involves no demonstrable cost to the Employer. The parties are directed to incorporate into the Agreement the same plan negotiated by the CSEA (See Employer Exhibit 26,p.11).

9. Overtime

Both parties seek major changes in this area.

FINDINGS: Neither side has borne its burden of establishing, to the satisfaction of this Panel, any reason to alter present overtime provisions and we, therefore, reject all proposals covering this item.

10. Vacations

The PBA asks for a new vacation schedule which represents improvements over the old one for all Police Officers. It also seeks other improvements in this area, including payment of 100% of unused sick leave upon retirement, to a maximum of 365 days.

The Employer, for its part, asks that the vacation provision be modified to provide but one-fourth of sick leave earned shall be payable.

FINDINGS: The current vacation language is not out of line with other bargaining units and other Police Departments so as to require amendment. All proposals in this area are rejected.

11. Educational Benefits

The PBA asks that the Employer be required to pay \$250 to each employee for every college or post graduate credit hour the employee completes. It also asks for regular pay for all time spent at any criminal justice or other police related course taken by an employee.

The Employer, on the other hand, seeks to cap its contribution for this benefit at \$750 per year.

FINDINGS: Neither party's position is tenable. The current system provides fair opportunity for Police Officers to take courses and to receive, to some extent, reimbursement for them. This system ought not be disturbed and we, therefore, reject all proposals on this subject.

12. Work Schedules

The PBA asks for specific tours of 8:00 a.m. to 4:00 p.m., 4:00 p.m. to 12:00 midnight, and 12:00 midnight to 8:00 a.m. Each tour, it suggests would be followed by 72 hours off. Also, the PBA asks for a special differential if individuals' schedules are changed to require him or her to work an extra evening or night tour.

The Employer instead asks that a 40 hour work week be mandated and that any individual who works less than 2080 hours during the year will be required to make up the difference in training time.

FINDINGS: Both proposals would require major alterations in this area. Without overwhelming evidence to support them, they should not be granted. That kind of evidence has not been presented and we, therefore, reject the proposals of both sides.

13. Disciplinary Matters

The PBA asks that hearings on charges be held within 120 days of the date of filing for non-suspension cases and 30 days for suspension cases.

The Employer seeks a clause permitting the Chief of Police to impose, for just cause, up to three days' suspension without pay.

FINDINGS: We are not convinced that either the Employer or Police Officers have been unduly harmed by the current system. Therefore, we reject these proposals.

14. Physical Exams

The Employer seeks to require all Officers to undergo annual physical exams.

The PBA rejects this demand.

FINDINGS: Current law adequately protects the Employer and there is no need to award this proposal.

15. Maintenance of Standards Clause

The PBA seeks a provision guaranteeing that all terms and conditions shall remain in full force and effect.

The Employer rejects this proposal.

FINDINGS: This proposal is better left to the bargaining table. The Panel sees no need for its inclusion in this Award.

AWARD

1. The Agreement shall run from June 1, 1987 to May 31, 1989.

2. Salary:

Effective June 1, 1987, all Officers at First Grade and all Officers within grade shall receive a \$2,000 increase.

Effective June 1, 1988, all Officers at First Grade and all Officers within grade shall receive a \$2,100 increase.

Effective June 1, 1987, the Detectives differential shall be increased to 6½%.

3. Insurances

a. Health Insurance

1. Effective the date of this Award, all new hires shall pay 10% of premium for individual coverage and 25% for family coverage. Upon the Officer's attainment of First Grade, the Employer shall pay full premiums.

2. Effective the date of this Award, the Employer shall not be obligated to pay Health Insurance premiums for any new hire who is eligible to receive comparable coverage through a plan provided by his or her spouse.

Should the new hire's spouse lose eligibility, the new hire will be immediately entitled to coverage by the Employer.

3. Any current Police Officer shall be permitted to receive an "in lieu" payment of 25% of the applicable premium provided he or she demonstrates to the Employer and the PBA that he or she is covered by another health insurance plan.

b. Dental Insurance

Effective June 1, 1988, the Employer shall pay \$380 per year per employee for Dental Insurance.

c. Life Insurance

Effective June 1, 1988, the Employer shall pay \$100 per year per employee for Life Insurance.

4. Holidays

a. Effective June 1, 1988, the Agreement's twelfth holiday shall be listed as Martin Luther King Day.

b. Effective June 1, 1988, the Employee's Birthday shall be listed as the thirteenth holiday.

5. Clothing Allowance

Effective June 1, 1988, any Officer reappointed to the Support Squad shall receive a \$50 increase in Clothing Allowance.

6. Deferred Compensation Plan

The parties shall incorporate the same deferred compensation plan as negotiated in the CSEA Agreement.

7. The Employer's and PBA's other proposals are rejected.

Concur

Dissent

Date

9/7/88


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

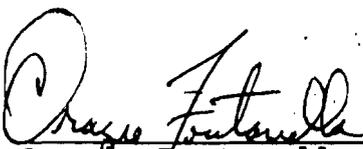
Dissents to #5 and #13

Concur

Dissent

Date

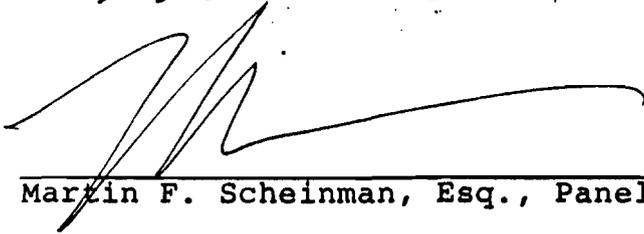
8/31/88


Orazio Fontanella, PBA Panel Member

*Dissents to # 3a

Date

9/9/88


Martin F. Scheinman, Esq., Panel Chairman

