

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Arbitration Between  
VILLAGE OF EAST AURORA  
(Police Department),  
Employer  
-and-  
EAST AURORA QUAKER CLUB POLICE  
BENEVOLENT ASSOCIATION  
Union.

OPINION

AND

AWARD

PERB

CASE NO.

IA93-041,

M93-441

Before Public Arbitration Panel Members:

Michael S. Lewandowski, Chair  
Thomas Andruschat, Esq., Member  
Thomas Hassett, Member.

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
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Appearances:

For the Village: Jerry C. Hiller  
For the Union: W. James Schwan, Esq.

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**CONCILIATION**

On January 31, 1994, the East Aurora Quaker Police Benevolent Association ("PBA") filed a petition for compulsory interest arbitration with the New York State Public Employment Relations Board ("PERB"). The Village of East Aurora ("Village") and the PBA had reached impasse in their negotiations for a successor Agreement to the Collective Bargaining Agreement between the parties that expired on May 31, 1993.

In accordance with Section 209.4 of the Civil Service Law, the undersigned were designated as the Public Arbitration Panel members by letter dated March 23, 1994 from PERB. The panel met and conducted a hearing in the Village of East Aurora on June 8, 1994 and June 9, 1994. The parties were afforded a full opportunity to present relevant evidence in support of their positions. Each presented witnesses for examination and cross-examination and documentary evidence including data collected concerning police departments that they considered to be comparable to that of the Village. The Public Arbitration Panel met in executive session on October 17, 1994 in the Village of East Aurora, New York. The content of this opinion and award reflects the results of consideration of the evidence presented against the criteria contained in the Fair Employment Act. The final disposition of the issues is the result of the deliberations of the panel.

The evidence presented by the parties was considered against the criteria set forth in the Law including but not limited to a comparison of wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions; the interests and welfare of the public and the financial ability of the public employer to pay; the peculiarities in regard to other professions such as hazard, educational

qualifications, training and skills and the terms of collective agreements negotiated between the parties in the past providing the compensation and fringe benefit package that currently exists for the bargaining unit members.

### ISSUES

TERM OF THE AGREEMENT: The panel agreed that the term of the agreement resulting from this award shall be for two years.

#### 1. UNANIMOUS DECISIONS

The members of the public arbitration panel reached unanimous agreement on the following issues.

#### ARTICLE XII - LEAVE, SECTION 5, SICK LEAVE - DEFERRED COMPENSATION CONVERSION.

After review of the data the panel agreed to add to the existing deferred compensation program to allow members of the Department, at their option, to convert four (4) days per year of compensatory time into the deferred compensation program. This benefit is in addition to the existing program which allows members, at their option, to convert up to four (4) days of sick leave into the deferred compensation

program.

ARTICLE XII - LEAVE - SECTION 3a, SICK LEAVE.

After review of the data, the panel agreed to increase, effective June 1, 1993, the number of sick leave days per year credited to members from 15 to 17. The panel agreed to leave the maximum number of days per year a member may accumulate at 200.

ARTICLE XIX, UNIFORM ALLOWANCE.

The panel agreed to increase the annual allowance for uniform purchase and maintenance from \$500.00 to \$800.00. The increase in the rate paid to all police officers will result in the discontinuance of the additional \$150.00 previously paid to the police officer assigned as a detective.

ARTICLE XII - LEAVE - PERSONAL LEAVE

The panel considered this item in conjunction with the increase in sick leave accumulations which are part of this award. The panel agreed that the current rate of personal

leave will remain at 4 days per year. The notice period contained in the expired collective bargaining agreement is unchanged.

ARTICLE XX - INCENTIVE PAY - SECTION 2, COURT PAY.

The panel agreed that the data presented supports the following. The language of the expired collective bargaining agreement which sets a two (2) hour minimum at time and one half will remain in effect for appearances at local justice courts. The amount of guaranteed minimum for appearances outside of courts of local jurisdiction increases after the execution of this award, to 4 hours at time and one-half.

The agreement shall be enhanced to provide a 48 hour minimum cancellation period. If an officer is not given 48 hours notice of cancellation, he/she will receive the minimum court pay time (as specified above) for the jurisdiction he/she was scheduled for.

ARTICLE XX - INCENTIVE PAY - SECTION 5 - DETECTIVE/LIEUTENANT SALARY.

After comparing the data presented the panel agreed to increase the amount of money added to the Detective's base salary (was \$550.00) for service as a detective. Effective

June 1, 1993, the amount paid annually for service as a Detective is increased to \$750.00.

Effective June 1, 1993, Lieutenants are to receive \$750.00 annually as additional compensation for services as Lieutenant.

ARTICLE - XI - HEALTH INSURANCE.

The panel agreed to continue the exact same health insurance coverage during the term of the agreement resulting from this award, however the amount of contribution made by officers for co-pay is increased as follows. The prescription drug co-pay is increased from \$1.00 to \$5.00. Office visit co-pays are increased to \$10.00 per visit. Co-pay increases are effective January 1, 1995.

2. SPLIT DECISIONS

The majority of the panel found that the data presented supported the following.

ARTICLE XXIV - SALARY SCHEDULE.

The Village had proposed increasing base salaries by 3% in each year of two year agreement. The Association had proposed increasing base salaries by 7% in each year of two year agreement.

The data revealed that the Association's members are undercompensated when compared to the comparable police departments identified by both the Village and the Association. The amount of the award specified below substantially makes up the difference when one considers the other monetary enhancements contained in the instant award.

The panel voted unanimously to increase base salaries six percent (6%) effective June 1, 1993.

The Public Employer Member of the panel and the neutral member of the panel provided a majority vote to increase base salaries by five percent (5%) effective June 1, 1994.

ARTICLE XIII - RETIREMENT BENEFITS - SECTION 3 - RETIREE HEALTH INSURANCE PREMIUMS.

The Association proposed increasing the period of coverage

of Village paid health insurance premiums provided to officers who retire before age 65 from the current ten (10) year maximum to require the Village to require health insurance premium payments from the date of an officers retirement until age 65 regardless of the amount of time required to cover the gap from retirement age to age 65.

The Village opposed this proposal on the basis of cost.

After discussion addressing concerns that officers with short periods of service may bind the Village to a costly long-term benefit, a majority of the panel voted for the following enhancement to the existing benefit. The enhancement was supported based on an assessment that the data provided to the panel showed the Village to be the only employer who does not provide full coverage. This finding was compared against the large cost of increasing the benefit as proposed.

The public employee union member of the panel and the neutral member of the panel voted for the following language to be added to the language contained in the expired agreement.

This language follows the language that provides ten years of coverage. "The ten (10) years of Village paid

coverage above, shall be extended by one year for each year of Village service beyond ten (10) years. This extended period of coverage will not be available to an officer who is eligible for comparable paid health insurance coverage from any source other than the Village (other coverage does not mean eligible for government programs such as Medicaid).

ARTICLE XI - INSURANCES - DENTAL INSURANCE.

The Village proposed freezing the amount of money the Village pays for dental insurance premiums at the premium rate effective June 1, 1993. The Association opposes the freeze.

The panel discussed the data which shows that the premium had increased 70% in the last five years. Considering the value of the compensation package in this award and the rate of increase of premiums, a majority of the panel favored implementing the freeze. Given this position, the Village continued to support making the freeze in Village contribution effective January 1, 1994; the Association favored making the effective date of the freeze, January 1, 1995.

A majority of the panel consisting of the public employee union member and the neutral member of the panel voted to

freeze the amount of money the Village pays towards dental insurance premiums effective January 1, 1995.

USE OF PART TIME OFFICERS

The Village proposed adding language to the collective bargaining agreement that would permit the Village to use part time employees to perform work now performed by the Association.

The majority of the panel found insufficient evidence to support the proposal. The public employee union member of the panel and the neutral member voted not to accept this proposal.

3. MISCELLANEOUS.

The parties petitioned the panel to include the following items in the award.

ARTICLE XXIV - SALARY SCHEDULE.

Change the first sentence of Section 1. to read: "All police officers shall be paid the following salaries for their services with the Village of East Aurora Police

Department during the periods indicated: (underlining indicates language added).

Delete sections 1(a) and 1(b).

