

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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CONCILIATION

In the Matter of the Interest
Arbitration between the

VILLAGE OF TUCKAHOE

and the

TUCKAHOE POLICE ORGANIZATION

Opinion and Award

PERB Case Nos.:

IA-006; M94-418

INTRODUCTION

On June 23, 1995 the New York State Public Employment Relations Board, pursuant to Section 209.4 of the New York State Civil Service Law (provisions applicable to compulsory interest arbitration), appointed a Public Interest Arbitration Panel for the purpose of making a just and reasonable determination of the contract negotiation dispute between the Village of Tuckahoe, hereinafter referred to as the Village, and the Tuckahoe Police Organization, hereinafter referred to as the Union.

The Public Interest Arbitration Panel members so designated are:

Dale S. Beach, Public Panel Member and Chairman
James J. Timmings, Employer Panel Member
Ralph M. Purdy, Employee Organization Panel Member

The arbitration hearing was held on September 18, 1995 in the Village of Buchanan. At the hearing both parties were afforded full opportunity to present testimony, exhibits, and arguments in support of their positions and to cross-examine opposing witnesses. Witnesses were sworn.

APPEARANCESFor the Union

Thomas Halley, Esq., Spokesman
William Ciamarra, Police Officer
William F. Ferony, Mutual of Omaha Sales Representative
Louis Suarez, Detective
Kenneth Varian, Sergeant

For the Village

Lawrence Kalkstein, Esq., Spokesman
Richard O'Donnell, Assessor for Village of Tuckahoe
John J. Rainey, Marketing Representative, U.S. Health Care

Our Public Arbitration Panel met in Executive Session on October 25, 1995 at law offices in Hawthorne, New York. The twelve issues that have been at impasse have been decided by this Panel and are shown in this report. The actual award for each issue has been based upon a vote in the Panel, unanimous for most issues (and a majority decision for a few issues). The final summary section of this Opinion and Award shows each issue having a unanimous decision and each issue with concurring members and the dissenting member.

STATUTORY CRITERIA

In analyzing the issues and making its determinations this Panel has given consideration to the criteria stated in Section 209.4(v) of Article 14 of the Civil Service Law (Public Employees' Fair Employment Act). Section 209.4(v) states that in addition to other relevant factors the Panel shall take into consideration the following:

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

Section 209.4(vi) states:

- (vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

BACKGROUND

There are 25 police officers in the bargaining unit, including detectives, sergeants, and lieutenants. The Village of Tuckahoe occupies 0.7 square miles and has a population of 6,300.

The last collective bargaining agreement between the parties expired on May 31, 1994. Negotiations for a new agreement began on May 4, 1994. A total of eleven negotiating sessions were held through April 26, 1995. Three of these were mediation sessions conducted by Karen Kenny, PERB Mediator, during the winter and

early spring of 1995. On May 1, 1995 the New York State Federation of Police on behalf of the Tuckahoe Police Organization submitted a petition to PERB to refer the negotiations impasse to compulsory interest arbitration.

It is well recognized that police work is hazardous. Police must protect law-abiding citizens from those who are known or believed to be dangerous. Police officers must contend with drug problems and crimes related to drug trafficking. All police officers in New York State are required to meet specified education and training requirements.

THE VILLAGE'S ECONOMIC AND FINANCIAL SITUATION

The Village's economic and financial situation has been explained primarily through testimony and exhibits offered by the Village and to some extent through testimony and exhibits given by the Union.

In 1988 total taxable assessed valuation was \$25.1 million with an equalization rate of 9.78%. In 1995, the assessed valuation was \$19.7 million with an equalization rate of 4.58%. But in fact the market value of real property has declined over recent years and the State has not kept up accurately with the equalization rate. Also owners of commercial property have been very aggressive in appealing for lower assessments year after year.

Village taxes in 1995 comprised 28.9% of total property taxes. The rest are county, town, and school taxes (Village 5).

The Village has had negative fund balances for 1991, 1992, 1993 and 1994, largely caused by delinquent taxes (Village 7).

In 1993 the Village had to request and receive from the State legislature authorization to borrow money to fund its general fund operating deficit. Now any deficits in the Village must be dealt with from within (Village 8).

Village property tax increases over the last 5 years have been significant as follows: 12.97% for fiscal year 1992, 0% for 1993, 11.8% for 1994, 14.7% for 1995, and 9.6% for 1996 (Village 9).

State and Federal financial aid has dropped from \$894,000 in 1986 to \$559,000 in fiscal year 1996 (Village 19).

For its part the Union testified and submitted exhibits indicating certain savings achieved through a new work schedule adopted on February 1, 1994. Because police officers work 6 extra days per year under the new schedule there is less need to call in officers to work overtime. In calendar year 1993 total overtime dollars in the Police Department were \$93,669. Because of the new work schedule overtime dollars in 1994 amounted to \$47,394 and in 1995 overtime is also running at a reduced rate (Union 9).

Also, sick days taken have been reduced from 180 in 1993 to only 45 in 1994 (Union 10). Both of the above actions constitute savings for the Village.

THE ISSUES

1. DURATION OF AWARD

Both the Village and the Union want a two-year award covering the period June 1, 1994 through May 31, 1996.

Discussion

Section 209(vi) of the Public Employees' Fair Employment Act states that an interest arbitration panel can make an award not to exceed two years from the termination date of the previous collective bargaining agreement. The previous agreement between the parties expired on May 31, 1994.

Award

This award shall cover the two-year period from June 1, 1994 through May 31, 1996.

2. SALARYPosition of the Union

The Union proposes that salaries be increased 6.0% for the first year (June 1, 1994 through May 31, 1995) and another 6.0% for the second year (June 1, 1995 through May 31, 1996).

In support of its proposal the Union submitted an exhibit (Union 12) which gives the pay schedules of various villages of 5,000 - 8,000 population in Westchester County plus the Town of East Chester. Pay rates for 1994 for police officer (top) in these communities are as follows:

Larchmont	\$50,454
Pelham	50,191
Scarsdale	50,457
Bronxville	51,034 (effective 12/93)
Croton on Hudson	50,914
Hastings on Hudson	53,257
Ardsley	50,653
Briarcliff Manor	52,022
Pelham Manor	50,930
East Chester (town)	53,142 (effective 1/1/95)

The expired contract for Tuckahoe shows the rate for top police officer to be \$48,328 (for period 6/1/93 - 5/31/94). Thus, as of now, the pay for a top police officer in Tuckahoe is about \$2,000 - \$3,000 below the rates for neighboring communities.

Position of the Village

The Village proposes salary increases of 0% for the first year and 4.0% for the second year.

The Village points out that the DPW employees (represented by the Teamsters Union) rejected a Fact Finding report dated March 24, 1995. On May 8, 1995 the Village Board, after a Public Hearing, imposed a one year contract with no pay raises for DPW employees for the period June 1, 1994 through May 31, 1995. Also the Village has provided for zero pay increases for all administrative employees for the same time period (Village 11).

Village 10, page 31 compares beginning and top pay of police officers on a per hour basis for several Westchester County communities with the pay in Tuckahoe. The top rates for the years 1993 and 1994 are as follows:

	<u>1993</u>	<u>1994</u>
Tuckahoe	\$25.46	In arb.
Bronxville	26.80	In negotiation
East Chester	N/A	25.67
Yonkers	23.22	23.57
Elmsford	24.78	25.77
N. Tarrytown	24.00	In negotiation
Ossining	N/A	24.90
Port Chester	23.62	24.21
Dobbs Ferry	N/A	25.84
Tarrytown	24.88	25.87

The Consumer Price Index for New York-Northeastern New Jersey in May 1995 was 2.9% above the figure for May 1994 (Village 2).

Village 3 shows the median household incomes for cities, villages, and towns in Westchester County for 1990 (from Census date). At that time Tuckahoe ranked 37th from the top out of 43 communities (well below the median).

Discussion

In arriving at its salary decision the Arbitration Panel has fully considered the data and arguments submitted to it by the Village and the Union. The Village's economic and financial situation is not good. It is austere or somber.

The police officers have continued on their 1993-94 salaries without a pay raise. On an annual salary basis Tuckahoe is almost \$3,000 lower than the average of ten Westchester County communities (from Union 12). On a per hour basis Tuckahoe is in line with many area communities. However, if a zero increase were awarded for 1994-95 Tuckahoe would definitely fall behind the average pay of area communities.

The Arbitration Panel believes that the Village has the

ability to pay a very modest increase for the period of 6/1/94 through 5/31/95 and a somewhat larger increase for the period of 6/1/95 through 5/31/96.

Award

Increase all salaries for members of the bargaining unit, that is, increase the salaries shown on page 4 of the expired agreement that were effective 6/1/93 according to the following schedule:

<u>Dates</u>	<u>Amount</u>
6/1/94 - 1/31/95	0%
2/1/95 - 9/30/95	4.0%
10/1/95 - 4/30/96	3.2%
5/1/96 - 5/31/96	3.5%

3. DETECTIVE DIFFERENTIAL

The Detective differential currently is \$2,500 above the annual salary of an individual's respective rank.

The Union proposes that the differential be raised to 8% above the pay of a top step police officer. The Village wants no change from the current \$2,500.

The Union offered pay comparisons as follows (Union 12):

<u>Community</u>	<u>Differential Above Top P.O. in %</u>
Larchmont	5.1
Pelham	6
Scarsdale	6.5
Bronxville	8
Croton on Hudson	3.8
Ardsley	7
Briarcliff Manor	10.6
Pelham Manor	5.8

Discussion

The \$2,500 differential in Tuckahoe is equivalent to a 5.2% differential above the top paid police officer (Grade 1).

Clearly this figure is low compared with the area communities.

Award

The Detective differential shall be as follows:

Starting and through 5 years in grade as a Detective	\$2,500 per year
6th through 10th year in grade	\$4,000 per year
Beginning 11th year in grade	\$5,000 per year

4. SERGEANT DIFFERENTIAL

Currently the Sergeant differential is 14% above the salary of a First Grade Police Officer.

The Union wants the differential raised to 16% whereas the Village wants no change.

Survey data from Union 12 shows that the same communities listed above for Detective have differentials ranging from a low of 10.6% to a high of 15.8%, with 12-13% being typical.

Discussion

This issue had not been brought to the bargaining table during the various negotiating sessions. It was only raised at the arbitration hearing. Also the current rate is judged to be adequate.

Award

The Union proposal of a 16% differential for Sergeant is rejected. Retain the current 14% differential.

5. HEALTH INSURANCE

Currently the Village pays the full cost of the State-wide Medical Plan for both active and retired employees. For those

hired after June 1, 1990 the Village pays 100% of the medical premium when they retire but only 50% for family members.

Position of the Village

The Village proposes that all new hires pay 25% of the cost of health insurance for employees and for family (Village 1). Village 12 shows that in several other communities in Westchester County employees contribute toward the cost of their health insurance. Also since January 1, 1991 administrative employees in Tuckahoe have contributed to their health insurance as follows:

10% of individual plan cost and 25% for dependent coverage. Retirees pay 50% (Village 13).

Currently the cost for Empire Blue Cross is \$193.54 per month for individual coverage and \$440.35 for family.

At the arbitration hearing a representative of the U.S. Health Care Company made a presentation. Its Patriot X health maintenance organization plan would cost \$156.00 per month for single and \$383.50 per month for family.

Position of the Union

The Union prefers no change from the current health insurance plan but would be receptive to another plan if benefits are substantially the same as at present.

A presentation was made at the arbitration hearing by a representative of Mutual of Omaha. This focused on health insurance for retirees. This plan would save monthly premium costs because Empire Blue Cross does not have a two-person

premium whereas Mutual of Omaha does.

The Union does not want all employees to be forced to join a health maintenance organization.

Discussion

The process of selecting from among several health insurance plans is time consuming and requires careful study.

In many communities nowadays employees do contribute toward the cost of their health insurance.

Award

a) Because of the complexity of health insurance and because of limited information presented at the hearing we remand the issue of the choice(s) of a specific health insurance plan back to the Village and the Union.

The parties shall create a committee of Village representatives and at least one representative of the Union to investigate alternative health plans and make recommendations to the Village and the Union.

b) Those employees newly hired on or after January 1, 1996 shall contribute 12 percent of the cost of the annual premium up to a maximum of \$280 per year for individual coverage and a maximum of \$650 per year for family (this to start after completion of the first six months of employment) for the first four years of employment with the Village.

6. CHART DAYS

Currently those working a steady midnight shift receive eight (8) chart days per year. Employees working rotating day and afternoon shifts receive two (2) chart days per year.

The Union proposes that employees working day and evening shifts receive 8 chart days per year and those working the midnight shift receive 12 chart days per year.

The Village has made no specific proposal regarding chart days.

Award

There shall be no change in the number of chart days. Retain the present arrangement.

7. WORK CHART ADDENDUM TO THE EXISTING AGREEMENT

On February 1, 1994 the Village and the Union signed an addendum or side agreement to the existing contract which spells out the terms and conditions of the work chart days system. This addendum was submitted at the arbitration hearing as Union 17. The Union proposes that the February 1, 1994 addendum be incorporated into the agreement between the parties. The Village has no objection to this.

Award

The Village and the Union shall incorporate into their Agreement, under Article 16, the entire text of the February 1, 1994 addendum concerning the work chart or work schedule. This addendum is here reproduced.

The following agreement was made between the Village of Tuckahoe and the Tuckahoe Police Organization regarding work schedule:

- A. Employees assigned to steady midnight tours will work four midnight to 8 AM shifts with sixty four (64) hours off.
- B. Employees assigned to rotating day and afternoon tours will work four 8 AM to 4 PM shifts with seventy two (72) hours off and four 4 PM to midnight shifts with fifty six (56) hours off.

- C. Employees working steady midnight tours will receive eight (8) chart days per year. Two chart days to be used every three months.
- D. Employees working the rotating day and afternoon tours will receive 2 chart days per year.
- E. Chart days will be administered in the same procedure as compensatory time.
- F. Chart days can not be banked and must be used by December 31st. There will be no compensation for unused chart days.
- G. Employees will receive the present hourly rate of pay which is calculated by dividing employees weekly rate of pay by thirty four and three quarters (34.75).
- H. This agreement will be reviewed in October of each year by the Tuckahoe Police Organization and the Village of Tuckahoe. Should either party find this work schedule to be unsatisfactory, it will notify the other party in writing and revert to the current work schedule (agreed to on October 25, 1993), on January 2nd of the next year.

This agreement shall be effective February 1, 1994.

8. HOLIDAYS

There are currently 13 paid holidays per year (Article VII of the Agreement).

The Village wants to reduce this to 12 holidays per year.

The Union offered no specific information regarding this issue.

Discussion

In its many exhibits the Village explained its need to control or reduce the total cost of police services. However, the Village offered no exhibits or data on holiday practices in area communities. The Village simply said it wanted to reduce the number of holidays to 12. Also the Village did not bring up the issue of holidays until January 1995, well after the commencement of negotiations.

Award

Make no change from the current 13 holidays per year.

9. SICK DAYS

Currently the Agreement between the parties provides for unlimited sick leave days (per Article IX).

The Village wants to limit the number of allowable sick days per year. It did not propose a specific number. The Union offered no testimony on this issue.

Discussion

Because very little information was offered at the arbitration hearing on this matter, the Panel has decided to make no change in the allowable number of sick days.

Award

Make no change from the current policy on sick leave as spelled out in Article IX of the agreement between the parties.

10. BI-WEEKLY PAYROLL

Currently police department personnel are paid weekly. The Village proposes going to a bi-weekly payroll system as a way of simplifying administration. Also most municipalities employ a bi-weekly system.

The Union had no proposal regarding this issue.

Award

Change from a weekly to a bi-weekly payroll system. Because this affects payments for longevity and holiday pay, Article V and Article VII shall be modified as follows:

Longevity is to be paid in June of each year but not later than June 15. Holiday pay is to be paid in December of each year but not later than December 15.

11. WORK 5 DAYS, 72 HOURS OFF

The Village briefly proposed a new work schedule in which employees would work 5 days and then have 72 hours off.

This matter was not discussed by the Union during the arbitration hearing.

Award

The Arbitration Panel rejects this proposal because the Village did not bring up the issue until the commencement of this interest arbitration proceeding. Thus, it is not timely.

12. PERSONAL LEAVE DAYS

Although the issue of personal leave days was discussed once during negotiations it was not advanced by either the Village or the Union during the arbitration hearing.

Award

Make no change from the current policy for personal leave days as contained in Article X of the Agreement.

LISTING OF FINAL POSITIONS TAKEN BY PANEL MEMBERS ON EACH ISSUE

1. DURATION OF AWARD

The Panel is unanimous on this issue.

2. SALARIES

The Panel is unanimous on this issue.

3. DETECTIVE DIFFERENTIAL

The Panel is unanimous on this issue.

4. SERGEANT DIFFERENTIAL

The Panel is unanimous on this issue.

5. HEALTH INSURANCE

The Panel is unanimous on this issue.

6. CHART DAYS

Members Beach and Timmings concur. Member Purdy dissents.

7. WORK CHART ADDENDUM TO THE EXISTING AGREEMENT

The Panel is unanimous on this issue.

8. HOLIDAYS

Members Beach and Purdy concur. Member Timmings dissents.

9. SICK DAYS

The Panel is unanimous on this issue.

10. BI-WEEKLY PAYROLL

The Panel is unanimous on changing to a bi-weekly payroll but Member Timmings dissents on June 15 and December 15 due dates.

11. WORK 5 DAYS, 72 HOURS OFF

The Panel is unanimous on this issue.

12. PERSONAL LEAVE DAYS

The Panel is unanimous on this issue.

State of New York)
ss.:
County of Albany)

On this 2nd day of January, 1996, before me personally came and appeared Dale S. Beach to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me he executed the same.

sworn to before me this 2nd day of January, 1996

Dale S. Beach
Dale S. Beach
Public Panel Member and Chairman

STEVEN G. HALLENBECK
Notary Public, State of New York
Qualified in Albany County
Reg. No. 011145013635
Commission Expires July 15, 1997

State of New York)
ss.:
County of Westchester)

On this 27th day of November, 1995, before me personally came and appeared Ralph M. Purdy to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me he executed the same.

sworn to before me this 27th day of November, 1995

Ralph M. Purdy
Ralph M. Purdy
Employee Organization Panel Member

PAUL J. HARTMAN
Notary Public, State of New York
No. 4741118
Qualified in Westchester County

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

Case No. IA-95-006
M9494-418

This report is written to confirm and expand upon my voting position on questions presented to this arbitration panel.

Issues 1, 4, 9, 10, 11 and 12 are covered adequately in the panel report.

Issue 2 Salaries. The TPA misled this panel when they testified in support of V-12 that their presentation of Comparable Communities were for various Villages of 5-8,00 population in Westchester County plus the Town of Eastchester. "In truth the population of Scarsdale is 16,987, North Castle is 10,061 and Ardsley is 4272. In fact what the TPA present based on 1990 Census Data of Median Family Income, was the 2 highest, 4 of the top 5, 6 of the top 10, 9 in the top half and the Village of Pelham which ranks as 25 of 43. Is this comparable to the Village of Tuckahoe that ranks 37th of 43? These comps have family income that range from 135% to 268% of the Tuckahoe family (taken from Village exhibit 8 page 3).

It is unfortunate that the panel majority chose to place a higher value on Police Salary in terms of dollars per year rather than dollars per hour. This decision flies in the face of equal pay for equal work goals. Since Bronxville and Eastchester are the only 2 communities that are common to each sides presentation, the following points can be made. Like Tuckahoe, Bronxville does not have a contract beyond May 31, 1994. From Village exhibit 10 page 31 Bronxville Police work 6.38 hours more per year than Tuckahoe and Eastchester works 92.91 hours more per year. This results in an increase of \$.21 cents per hour or 0.8% to make a top grade officer equal in Tuckahoe and Eastchester. Therefore, the Village request for 0% in 1994 is not unrealistic. If granted, then an increase of 1.23 per hour or 4.83% would make the communities equal in 1995. It should be pointed out that Village exhibit 10 page 32 compares the cost for the same home and for the same dollar increase to Police Salary in various communities, for every dollar increase in Tuckahoe property tax the raise would cost 49.9 cents in Eastchester and 41.2 in Bronxville. Equality of salary does not translate to equality of financial drain for local taxpayers.

In addition, Village exhibit 18 "data from the 1990 census" page 2 shows that Tuckahoe has a higher percent of household income under \$15000 than any other community in Westchester County and that 59% of the households have family income less than \$50,000.00. Village exhibit 10 pages 5-30 shows individual W2 salaries for the

department. For the 24 full year employees (Chief included) only 3 had a salary under \$50,000.00. Comparing Police total salary to household income does not take into consideration outside employment and spousal income.

Since Tuckahoe has a higher percentage of senior citizen households than the county average (Village exhibit 18 page 5) the welfare of these residents should get some consideration. Due to annual increases in Medicare B withholdings and the 1993 tax law which increased the amount of Social Security subject to income tax to 85%, numerous seniors now have less income than they had in 1990. Meanwhile exhibit 18 page 3 shows that 43% of Tuckahoe Seniors were spending more than 30% of their income for ownership costs. Combining information from TPA exhibits U1-U4 and U6 with Village exhibits 6, 7, 9 & 19 it is obvious that from 1990 to 1995 the property tax rate for the Village of Tuckahoe has increased 58.7%, due in large measure to a reduction in State and Federal aid as well as a 17% reduction in the Village Assessment rolls. Lastly, for whatever reason, the negative fund balance shown each year (starting with fiscal year 90-91) must be paid from the following years tax levy. Testimony of the Village Assessor and his document "EA" establish the primary cause of assessment loss as "certiori actions" filed by all classes of taxpayer and for just the fiscal year ended 5/1/95 court orders refunded over \$620,000.00 to taxpayers in addition to ordering lower assessments. Village exhibit 5 page 3 establishes a theoretical true tax rate of \$34.55 per thousand (total) and \$10.00 per thousand (Village). Village exhibit 19 page 4 shows 24 recent sales and further that 4 of them are taxed within \pm 10% of the theoretical rate, 19 are not paying their "fair share" and one is paying excess. You can be sure that the excess payer has been contacted by companies that initiate "certiori cases".

Further a homeowner has reason to believe that the New York State 2% property tax limit would set a maximum tax rate of \$20 per thousand (true) but since the limit is only applied to the Village this would suggest that the Village has the ability to double its tax levy. Overlooked in the tax law is the fact shown in TPA exhibits 1-4 that there is no fire appropriation in the Tuckahoe Village Budget, Village exhibit 5 pages 2 and 3 show that this vital service is provided for in the Town of Eastchester tax collection. Unlike most cities and villages this method makes the Village appear to have greater taxing ability but in effect increases the problems of middle and lower income residents.

By adding various benefits shown on Village Exhibit 10 pages 5-30 and comparing W2 salary on those sheets to contract salaries from TPA-U5 shows take home pay is 13% higher than base and that benefits cost 35.4% of base. Comparing these figures to the total budget TPA-U4 shows that the total police spending in this fiscal year ending 5/31/94 amounted to 35.6% of all general fund spending

panel, while less than the Village requested, does establish the fact that Police can copay for insurance.

The more troubling part of this issue is that the police are so distrustful of management that they fail to recognize that their right to unlimited sick time is a major incentive for management to provide a satisfactory health insurance program.

Based on the panel award I have recommended to the Mayor that the Village establish a five person committee including one Board member, one Police member and three representatives of private industry (preferably employee benefits people) to design a suitable insurance package and hopefully to identify several responsible insurance companies that could provide the desired insurance. Because most police become eligible to retire between age 43 and 48 and medicare begins at age 65, retiree coverage becomes a 2 tier problem.

Issue 6 and Issue 7. Chart Days and add new Work Chart to the existing agreement. It is interesting to note that in the order that issues were presented to this panel, issue 6 requesting additional chart days off, was considered before the work chart was made part of the contract. In the contract that expired 5/31/94 Tuckahoe had next to the shortest work year of 10 communities presented in exhibit 10 page 31. While the new chart does increase the hours worked per year, introduction of chart days results in the midnight shift working 15.33 hours less per year than the original schedule. The day and evening shifts each work 32.67 hours more per year. Acceptance of issue 6 would reduce all shifts to fewer hours worked per year and have the midnight shift with the shortest work year of any community studied. The new work chart was incorporated into the award word for word in agreement with TPA-U17.

Issue 8 Holidays. It is my understanding that introducing new requests/demands during bargaining and mediation is perfectly acceptable. Village exhibit 10 page 33 does show the request for 12 unpaid holidays and does show as comparables Eastchester, Bath, Dobbs Ferry, East Aurora, Monroe, Solvay, Yonkers, Ardsley, Irvington, New Rochelle, Peekskill and White Plains. In addition the Village of Scotia provides 11 holidays.

Post Award Questions/Request.

A) TPA requested elimination of issue 7 section H. This is the escape clause in the new work chart. Permanent midnight shifts are popular in a number of Westchester Police Departments but there is a story that one department is having a problem. This work schedule is fine as long as a sufficient number of people are willing to work a "Nights only" program. As life styles change this schedule can become a problem and if replacements are not

available then you have unhappy employees. Review at 5 and 17 months during a 2 year contract minimizes the chance of a labor relations problems: Opposed to any change. The TPA withdrew this request but the reason for my opposition should be documented.

B) TPA requested a change to issue 10 bi-weekly payroll. The panel award granted the Village position for a bi-weekly payroll. TPA U-5 (the valid contract until 5/31/94) on page 5 stated B. longevity pay...., but not later than the second pay period in June and on page 7 section 1: Each employee....., but not later than the second pay period in December of each year. (Holiday pay). TPA requested a change in both sections to "not later than first pay period". When I expressed my reason for opposition the panel chairman proposed as a compromise "not later than the 15th of the month "this is agreeable to TPA and is to be in the final award. My continued opposition is based on any original position as follows: most Westchester villages (including Tuckahoe) operate on a June 1- May 31 fiscal year. Also, most enable the taxpayer to pay in two equal installments (collectable during the month of June and December). There are a group that usually pay during the first week of the month, next there is only a trickle of income during the second and third weeks and lastly the banks (escrow accounts) industry and large property owners usually arrange for their checks to arrive in the treasurer's office at 4:59 p.m. on the last day of the month. Village exhibit 7 pages 2 and 3 shows that Tuckahoe had a negative fund balance for years 1991 thru 1994 so there is no pool of cash to start the new fiscal year. If it becomes necessary for a community to obtain "tax anticipation notes" as a source of operation revenue during the tax collection periods a shorter period for the loan results in smaller interest payments. Therefore retaining the original wording has the potential to reduce the cost to the taxpayer at no cost to the police.

C) In reviewing the panel award with the Mayor and Board of Trustees, the Mayor recognized that panel issue 5 (health insurance award) in mandating copay for new hires after 1/1/96 removed a Village benefit in TPA-U5 page 13 article XIII section 1: paragraph 2. Effective 6/1/93 new employee during first 6 months not covered for medical benefits unless the employee agrees to pay the cost of such coverage". Since TPA had not requested this change it was agreed that the panel chairman would rewrite the award to include the undisputed original contract language while integrating the intention of this panel.

James J. Timmings
James J. Timmings,
Employer Panel Member
SUSAN CIAMARRA
Notary Public, State of New York
No. 4762712
Qualified in Westchester County
Expires August 31, 1997

Sworn to before me this
15 day of December, 1995

Ruson Gonor
Notary