

NYS PERB, Administrator

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In the Matter of Interest Arbitration :

:

Between : AWARD OF

:

VILLAGE OF DOBBS FERRY : INTEREST

:

And : ARBITRATION

:

DOBBS FERRY POLICE ASSOCIATION : PANEL

:

(PERB CASE NUMBER IA 97-031; M97-085) :

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In accordance with the statutory provisions applicable to compulsory interest arbitration pursuant to Civil Service Law, Section 209.4, following is the award, including rationale, of the duly-constituted arbitration panel in the above-captioned dispute.

EMPLOYMENT RELATIONS BOARD
RECEIVED

Members of the Panel

For the Employer: Ernest R. Stolzer, Esq.
Rains & Pogrebin, P.C.

MAY 14 1998

For the Union: Anthony Solfaro: President
NYS Union of Police Associations

RECEIVED

Neutral Chair: Ben Falcigno

Appearances

Village: Jessica S. Weinstein, Esq.
Rains & Pogrebin, P.C.

Union: John K. Grant, Esq.

A hearing in the matter was held on May 5, 1998 in the Dobbs Ferry village offices. The parties were given full opportunity to introduce evidence, examine and cross-examine witnesses, and make argument. The parties waived the making of a transcript.

Following executive sessions between members of the panel, the following award is issued. It represents the decision of the panel as set forth in each issue. Each issue is considered separately and as it affects the totality of the package of issues. The statutory criteria (below) were evaluated in consideration of all issues.

STATUTORY CRITERIA

Section 209.4, CSL

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

a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;

b. the interests and welfare of the public and the financial ability of the public employer to pay;

c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

d. the terms of the 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 ISSUES

During the course of negotiations between the parties for an agreement successor to that which expired on May 31, 1997, numerous proposals were exchanged, with no agreements reached on any issues. That lack of agreement was reflected in the union's petition for compulsory interest arbitration and in the village's response.

Union Demands

Seeking a two-year AWARD, the union proposes increases in Article IV ANNUAL WAGES as follows:

- Change "Annual Wages" to "Base Wage."
- Modify pay schedule as follows:

Step	Years of Service/Title	6/1/97	6/1/98
1	Starting	\$29902	\$31546
2	After 1 Year	36697	38715
3	After 2 Years	43490	45882
4	After 3 Years	50284	53050
5	After 4 Years	58044	61236
	Detective &/or Youth Officer	65300*	68891
	Sergeant	66751**	70421
	Det. Sergeant	66751**	70421
	Lieutenant	73426***	77463

- * Differential = 12.5% over Step 5
- ** Differential = 15% over Step 5
- *** Differential = 10% over Sergeant Base Wage

These proposals seek wage increases of 5.5% in each of the 2 years, and increasing the differential of the sergeants and lieutenant.

ARTICLE V - ANNUAL STIPENDS would be changed as follows:

- Increase the current stipend from \$300 to \$750.
- Add Certified Pulmonary Resucitation to the list of compensable certificates.
- Pay the stipends in the computation of overtime.

ARTICLE VI - LONGEVITY would be changed as follows:

- Change the term "salary increment" to "longevity."
- Increase longevity payments ~~as follows~~: *AND COMPRESS THE SCHEDULE AS FOLLOWS:*

Step	Years Service Completed	6/1/97	6/1/98
6	5-8	\$ 700	\$ 775
7	9-11	750	825
8	12-14	825	925
9	15-17	925	975
10	18-20	975	1050
11	21-above	1050	1125

- Pay longevity in the computation of overtime.

ANS 11/30/98
SM 11/1/98
3/12/95

ARTICLE VIII - OVERTIME would be changed as follows:

- Articulate the method of calculating overtime by dividing the total of base wage, longevity and annual stipends by the hours of the annual work schedule.
- Increase the maximum number of hours of compensatory time that can be accumulated at any given time from 48 to 80.

ARTICLE X - VACATIONS would be changed by increasing:

- 22 days vacation at 13 years service, instead of the current 21;
- 25 days vacation at 15 years, instead of 22;
- 28 days vacation at 20 years, instead of 25.

ARTICLE XIII - SICK LEAVE would be changed as follows:

- Increase the accumulation rate from 1 day per month to 1.5;
- Increase the payout of accumulated unused sick leave from its current level of \$25, \$30 or \$35 per day, depending on how much accumulation there is, to a payout rate of 50% of the employee's daily rate of pay at the time of eligibility for the payment.

ARTICLE XIV - UNIFORMS would be changed by increasing the current allowance of \$750 to \$850 on June 1, 1997 and to \$950 on June 1, 1998.

ARTICLE XV - WELFARE BENEFITS WOULD BE CHANGED AS FOLLOWS:

- Delete all references that limit retiree coverage of fully-paid health insurance.

Currently there exists a length of service and age requirement for an employee hired on or after 6/1/94 to receive health insurance on retirement. Those employees make a premium contribution.

- Increase dental plan contribution from the current \$35/mo. individual and \$55/mo. family to \$55 and \$75, effective June 1, 1997.

The current level was last changed in 1994.

ARTICLE XX - SCHEDULES would be changed as follows:

- Specify patrol schedules exclusively 4 and 2 cycles.

Currently there is no such limitation.

- Delete language giving discretion to the Chief to change schedules, substituting current practice as the criterion. Also would add increased chart days entitlement from 6 to 12 days.

- Add clause that would limit changes by village to work schedules, and would give right for officers to mutually swap/switch tours with approval of the Chief.

- Specify a limitation on the establishment of tours for the patrol section as well as codify a procedure for staffing the tours by seniority bid and assignment.

- Establish a 10% night differential for the 11:30 - 7:30 tour.

NEW ARTICLE - JURY DUTY would be added to guarantee regular pay continued for required jury duty assignments and give excused time if jury duty occurs outside of the regular tour.

Village Demands

ARTICLE VIII - OVERTIME would have a clause added to require that any requests for compensatory time be submitted between 3 and 14 days prior to the requested time off.

ARTICLE XI - PERSONAL LEAVE WITH PAY would change as follows:

- Reduce from 6 to 3 the maximum personal leave days per year;

- Eliminate the 3 discretionary days currently allotted to the unit members.

ARTICLE XV - WELFARE BENEFITS would create an employee premium contribution of 25% for retiree health insurance for those employees hired before May 31, 1994, upon their retirement.

Currently only employees hired after May 31, 1994 are required to contribute toward health insurance premium costs upon retirement.

for current employees for health insurance and *ANS 11/30/95*
EM 12/1/98
DF 12/1/98

ARTICLE XX - SCHEDULES would be amended by adding 6 additional work days per year.

ARTICLE XXI - CHART DAYS would be amended to require requests for chart days to be made not less than 3 days nor more than 14 days prior to the days requested.

Currently the requirement for prior notice is a minimum of 5 days prior, with no maximum prior notice limitation.

UNDERLYING RATIONALE FOR AWARD

Numerous issues divide the parties. Each side wishes to improve the bargain in its favor.

The union is seeking increases to base wages, longevity and stipends. It wants to increase uniform allowances, vacations, the basis for accumulating and paying out unused sick leave, and increase the village's dental plan contributions., among other changes.

The Village has made no specific wage offer, itself seeking to cut costs by imposing health insurance premium contributions on all existing employees, retirees hired on or after 5/31/94, add 6 work days per year and reduce personal leave days entitlement.

Both sides also are seeking greater control of some scheduling issues.

The village does not argue basic inability to pay, but points to a diminishing fund balance that affects its willingness to meet the union's proposals.

Notwithstanding, the parties agree that the good relationship between them, both in the past and continuing, is a positive element in enabling the parties to resolve differences both in the past and anticipated for the immediate future.

The arbitration panel recognizes these positive elements and concludes that for the period of this award, June 1, 1997 through May 31, 1999, some of the proposals for change between the parties can most likely be worked out amiably without the need for specific contractual language and are best handled in the day to day dealings between them. Some of the proposals for change regarding schedules is an example.

Another example of the cooperation exhibited between the parties can be seen in the history of cooperation in dealing with the change in health insurance carriers and attendant savings.

How unit members compare with other area police units has been given significant attention by the arbitration panel.

The extensive data presented by the parties during the hearing demonstrated that for most union proposals, there could be found some comparison police unit or units that enjoyed a provision similar, identical to, or even greater than that being sought by the union in Dobbs Ferry for that item.

As a general statement, the panel has not sought to make Dobbs Ferry identical or substantially the same in all items as comparison units. Rather, it recognizes that overall package movement should approximate the movement of comparison units.

To that end, the following AWARD is made.

ARTICLE IV - ANNUAL WAGES

(1). Change the title to "BASE WAGES."

This change makes sense in that it removes any potential confusion from the existing term where overtime and other additional pay items raise the actual gross income over base wage. Consistent with that rationale, "annual wages" in Sections 1 and 2 is changed to "base wages..."

<u>Union</u>	<u>Village</u>
Concur----- <i>Atty V. J. [Signature]</i>	Concur----- <i>ERATA</i>
Dissent-----	Dissent-----

(2) Establish a column of base wages for 6/1/97 which raises each number in the current column under 6/1/96 by 3.5 percent.

<u>Union</u>	<u>Village</u>
Concur----- <i>Atty V. J. [Signature]</i>	Concur----- <i>ERATA</i>
Dissent-----	Dissent-----

(3) Establish a column of base wages for 6/1/98 which raises each number in the 6/1/97 column by 2.25 percent.

<u>Union</u>	<u>Village</u>
Concur----- <i>Atty V. J. [Signature]</i>	Concur----- <i>ERATA</i>
Dissent-----	Dissent-----

(4) Establish a column of base wages for 12/1/98 which raises each number in the 6/1/98 column by 2.0 percent.

The increases shall be paid to all unit members including those who worked during the term of the expired collective bargaining agreement and have left service.

The sum of the increases granted above reflects an actual cost to the village of 3.5 percent in 1997 and 3.25 percent in 1998 - a total of 6.75 percent - while at the same time escalating the wage base 7.75 percent for the future.

That percentage increase is comparable to or slightly higher than the increases negotiated in the close "riverfront" comparison units of Irvington and Ardsley.

The opinion of the Panel is that increases to base wages should be given primary emphasis and that other cost items may have to be deferred to favor base wage increases. The Panel considers that introducing cost sharing of health insurance premium costs beyond the prior collective agreement provisions is inappropriate in recognition of the past cooperative efforts of the union in reducing health insurance premium costs. That spirit of cooperation should be rewarded by the status quo.

<u>Union</u>	<u>Village</u>
Concur----- <i>Atty v. [Signature]</i>	Concur----- <i>[Signature]</i>
Dissent-----	Dissent-----

While increases to base wages are primary, there should also be some improvements to other base elements of compensation, lest the unit fall behind a distance that would be difficult to make up in future. To that end, increases are awarded as follows:

ARTICLE VI - LONGEVITY

(5) Change "annual salary increment " in Section 1 to "annual longevity increment"...

This change makes a consistent use of the term in the article.

<u>Union</u>	<u>Village</u>
Concur----- <i>Atty v. [Signature]</i>	Concur----- <i>[Signature]</i>
Dissent-----	Dissent-----

(6) Increase current amounts under 6/1/96 by \$25 on 6/1/97 and \$25 on 6/1/98. The increases shall be paid to all unit members including those who worked during the expired collective bargaining agreement and have left service.

<u>Union</u>	<u>Village</u>
Concur-----	Concur-----
Dissent-----	Dissent-----

Handwritten signatures: "Atty V. [Signature]" under Union and "ERAW" under Village.

ARTICLE XIII - SICK LEAVE

(7) In Section 3 replace the dated allowance columns with a column dated 6/1/98 constructed by increasing the numbers under the current column 6/1/96 by \$10 each. The increase shall be paid to all unit members including those who worked during the expired collective bargaining agreement and have left service.

<u>Union</u>	<u>Village</u>
Concur-----	Concur-----
Dissent-----	Dissent-----

Handwritten signatures: "Atty V. [Signature]" under Union and "ERAW" under Village.

ARTICLE XIV - UNIFORMS

(8) Amend Section 2 by deleting the current allowance schedule and adding " June 1, 1998 -- \$775 "

<u>Union</u>	<u>Village</u>
Concur-----	Concur-----
Dissent-----	Dissent-----

Handwritten signatures: "Atty V. [Signature]" under Union and "ERAW" under Village.

ARTICLE XI - PERSONAL LEAVE WITH PAY

(9) Amend the first sentence of the first paragraph of Section 1 to read ..."two (2) days off for reasons at the discretion of the Employee,"... instead of three.

This change reduces by one (1) the number of discretionary days but does not reduce the total number of personal leave days.

<u>Union</u>	<u>Village</u>
Concur-----	Concur-----
Dissent-----	Dissent-----

Handwritten signatures: "Atty V. [Signature]" under Union and "ERAW" under Village.

(10)

NEW ARTICLE: "JURY DUTY"

Section 1: In the event an employee is noticed and required to appear for jury duty at a time that the member is scheduled to work, he/she will be released with pay and without charge to any other paid leave accrual. The employee will provide a copy of the notice to the Chief of Police or designee.

Section 2: In the event that an employee required to appear for jury duty on a scheduled day tour only is released with three (3) or more hours remaining on that tour, that employee will notify the Chief or designee for determination to report back to the day tour assignment.

Section 3: In the event an employee is scheduled for a tour of duty other than the hours noticed to appear for jury duty, he/she shall not report for his/her regularly scheduled tour of duty.

Section 4: All fees paid to the employee when released from work shall be endorsed over to the Village. However, any mileage, tolls and/or parking reimbursements for appearing at jury duty shall be retained by the employee.

Inclusion of this section clarifies the policy so that a consistent application is expressed.

<u>Union</u>	<u>Village</u>
Concur----- <i>Atty v. SF</i> -----	Concur----- <i>ETRAW</i> -----
Dissent-----	Dissent-----

(11) This AWARD covers the period June 1, 1997 to May 31, 1999.

<u>Union</u>	<u>Village</u>
Concur----- <i>Atty v. SF</i> -----	Concur----- <i>ETRAW</i> -----
Dissent-----	Dissent-----

All proposals for change to the expired collective bargaining agreement not specifically modified above in this AWARD are not granted.

ACKNOWLEDGEMENTS - PANEL SIGNATURES

PANEL CHAIRMAN: *Ben Falcigno*
DATED: *11/23/98*

STATE OF NEW YORK)
SS:
COUNTY OF SARATOGA)

On this *25* day of November, 1998, before me personally appeared Ben Falcigno, known to me and known to be the Chairman of the Panel who executed the foregoing Determination, and he duly acknowledged to me that he executed the same.

[Signature]

Notary Public

EMPLOYEE ORGANIZATION MEMBER :
DATED:

[Notary Seal]
Notary Public, State of New York
Qualified in Saratoga County
Reg. No. 4975702
Commission Expires June 17, 19....

STATE OF NEW YORK)
SS:
COUNTY OF ORANGE)

On this *30th* day of November, 1998, before me personally appeared Anthony V. Solfaro, known to me and known to be the Employee Organization Panel Member who executed the foregoing Determination, and he duly acknowledged to me that he executed the same.

[Signature]

Notary Public

LORRAINE J. Mc GUINNESS
Notary Public, State of New York
Qualified in Orange County
Reg No. 4620194
Commission Expires June 30, 19*99*

PUBLIC EMPLOYER PANEL MEMBER: *Ernest R. Stolzer*
DATED: *December 1, 1998*

STATE OF NEW YORK)
SS:
COUNTY OF NASSAU)

On this *1st* day of ~~November~~ *December*, 1998, before me personally appeared Ernest R. Stolzer, Esq., known to me and to me known to be the Public Employer Panel Member who executed the foregoing determination, and he duly acknowledged to me that he executed the same.

MAUREEN WILLETT
Notary Public, State of New York
No. 4874655
Qualified in Nassau County
Term Expires October 27, *1999*

[Signature]

[Signature]