

thereto filed by the Village of Scarsdale, the New York State Public Employment Relations Board proceeding under Section 209.4 of the Civil Service Law, designated on April 30, 1976 the undersigned Public Arbitration Panel "for the purpose of making a just and reasonable determination of the matters in dispute".

Hearings were held in Scarsdale on June 8 and June 23, 1976 and it was agreed that briefs and reply briefs be filed. On October 12, 1976 the three Arbitrators conferred in Executive session and met again informally on November 22, 1976 in an attempt to adjust the outstanding differences between the parties pursuant to stipulation dated the same day.

The parties stipulated on June 8, 1976 "that the record of this hearing shall be constituted solely of the exhibits, testimony, briefs, reply briefs and addenda supplied by the parties. The parties also affirm that they do not wish a transcript." (Joint 1)

The Village of Scarsdale has approximately 19,000 residents and covers 6.5 square miles in the County of Westchester. The Scarsdale Police Department consists of 5 Lieutenants, 9 Sergeants, 3 Detectives, 27 Patrolmen. In addition it has an Auxiliary police force of 41.

The Village of Scarsdale shall hereinafter be referred to as the "Village" and the Scarsdale Police Benevo-

lent Association as the "Association".

There has been no formal contract between the parties since a 1969-71 agreement. Since that time substantive agreements negotiated between the parties in the last two Memorandums of Understanding have not been reduced to contract language. The present agreement expired 5/31/75/

Negotiations for a successor agreement started in January, 1975, and after approximately 13 negotiating sessions an impasse was declared. 4 mediation sessions were held and in June, 1975 Mr. Herbert L. Haber was appointed fact-finder. His report was issued February 19, 1976.

Section 209.4(b) states that the Panel "may, but shall not be bound to, adopt any recommendations made by the fact-finder."

More than 100 Exhibits were presented both at the fact-finding hearings and at the Arbitration Panel sessions. I agree with Mr. Haber's statement of his intention "to deal only with those items which in his considered judgment can be regarded as still open by the parties."

We, too, separate the items into Non-Economic and Economic Issues.

NON-ECONOMIC ISSUES:

1. FORMAL CONTRACT

The absence of a formal contract since 1971 has given rise to many misunderstandings as to the mutual agreement of the parties.

Mr. Haber denied the Village's request for "language clarification affecting Personal Days, Bereavement and Sick Leave, Compensation, Insurance and Discipline" and recommended that the parties should attempt to reach agreement on a formal written contract. I must disagree with this recommendation; the parties have had more than ample opportunity to reach agreement, and I think nothing can be gained by protracting the process.

AWARD: The contract shall read: "Items in previous contract (1969-71) and memo of agreements (1971-73, 1973-75) shall be written into a formal two-year agreement (6/1/75 - 5/31/77), except for changes under the following headings:"

2. BEREAVEMENT LEAVE:

The clause in the present 1971-73 Memorandum stated "Bereavement Three Days".

AWARD: The new contract provide for "3 days of bereavement leave to include the day of the funeral and be granted for death in the family which shall be defined as the employee's wife, child, parent, brother, sister, mother-in-law, father-in-law and grandparents."

3. PERSONAL LEAVE:

Present Memorandum provides for 4 as of June 1, 1975.

AWARD: The following clause be inserted in the contract:

- A. Each employee shall be granted four (4) days personal leave per year.
- B. Personal leave is leave with pay for personal business which cannot be taken care of by an employee at times other than during his working day. It is intended to be available for use for the following purposes: for religious observance, for attendance at funerals other than for those enumerated as bereavement time, necessary absence due to extraordinary weather conditions, attendance at conventions other than on Village business, personal or family business appointments, including medical and dental appointments and examinations.
- C. Personal leave shall be requested at least seventy-two (72) hours in advance, except in cases of emergency, and each request shall be accompanied by the reason therefor. Personal leave may not be taken without prior approval of the department head. When the operation of the department may be adversely affected, the request may be denied at the discretion of the department head. However permission shall not be unreasonably withheld.
- D. Unused personal leave may not be accumulated from year to year nor is it intended for use in conjunction with vacation or other permitted time off.

4. SICK LEAVE:

The last Memorandum (1973-75) provides for "15 Days Sick Leave and unlimited accumulation for purposes of sickness..."

AWARD: 15 Days Sick Leave be continued in the new contract. If unused, sick leave may be accumulated to a maximum of 180 days. Accumulated sick leave will be determined from the date of employment after deducting recorded sick absences on scheduled work days.

5. RECOGNITION†

The 1969-71 contract has two paragraphs stating that the Scarsdale PBA is the exclusive employee organization representing said employees for the purposes of collective bargaining.

AWARD: That the language in the 1969-71 contract pertaining to the above be in the new contract.

6. HOLIDAYS:

The 1973-75 Memorandum provides for 11 paid holidays plus Veterans' Day and Memorial Day for those qualified. On any holidays declared by the Village, any member working a regular tour on such day shall receive 8 hours compensatory time.

The Association requested that holiday time be paid in June and December. It also asked for additional holidays.

AWARD: The new contract shall provide for a maximum of eleven paid holidays, plus Veterans' Day and Memorial Day for those qualified. An employee who works on a regular holiday shall receive one day's pay in addition to his regular pay. Those not scheduled to work on such holiday shall not receive holiday pay for that holiday. Accumulated holiday pay shall be paid in June and December. At the option of the employee, he may receive compensatory time off in lieu of holiday pay. The contract shall provide for the following holidays:

New Year's Day, July 4th, Washington's Birthday, Lincoln's Birthday, Labor Day, Columbus Day, Christmas, Thanksgiving Day, Election Day, Easter Sunday, Good Friday.

When a holiday is declared by the Village of Scarsdale to commemorate a special event (e.g., death of a president), an employee working on a regular tour of duty on that day shall receive compensatory time off.

7. WORK SCHEDULE:

The Association requested change in the present work schedule which it stated would involve a reduction of 63.75 total work hours per annum.

AWARD: There be no change in work schedule.

8. AIR-CONDITIONED PATROL VEHICLES:

According to the fact-finding report during the 1971-73 negotiations the Village agreed to provide air-conditioned vehicles as old ones are replaced. No language to that effect was put into the Memorandums subsequent thereto, but the Village has continued to provide air-conditioned cars.

The Village made a strong argument in its Reply Brief, explaining that this is an expensive item costing \$350.00 for each car. The Village also claimed that there are not enough hot days to warrant such an expense. Moreover, if patrolmen

are in cars with closed windows and noisy air-conditioners, they might not be able to hear screams of victims of muggings, rapes, assaults and/or purse snatchings. It added that "police officers should be both visible and available to the public." The fact-finder recommended air-conditioned cars.

AWARD: There be no clause in the contract mandating air-conditioned cars.

9. SAFETY-SCREENING:

The Village agreed to provide this but does not want it to be included in the contract. This seems to me to be a proper item to help insure the safety of the police officers.

AWARD: The contract provide for a safety-screening device.

10. REPAIR WORK:

The Association requested that police officers not be required to do any type of repair to the patrol vehicle. The Village rightly claimed that this might prohibit a police officer from repairing a flat tire. As stated in the Village's Reply Brief, "the thought of a patrolman standing idly at headquarters while mechanics are summoned to repair a flat tire at additional cost to the Village is unacceptable." In addition section 5711 Q provides adequate protection for patrolmen from being assigned work which is other than their police duties.

I agree with the fact-finder's statement that "the vagueness of criteria; any mechanical or safety defect and the totality of remedy is too broad and encompassing. Contract language of such a nature has within it the seeds of considerable mischief."

AWARD: A clause prohibiting patrolmen from doing any repair work on any patrol vehicle shall not be included in the contract.

11. BINDING ARBITRATION AS LAST GRIEVANCE STEP:

This type of provision is increasingly becoming part of contracts in this State. Particularly since the police departments may now have interest arbitration by a 3 member Panel of Arbitrators, I agree with the fact-finder that arbitration be permitted in the grievance procedure.

AWARD: The final step in the Grievance Procedure be final and binding arbitration.

12. TIME FOR FILING GRIEVANCES:

The Association requested increase of time to file grievances to 10 days.

AWARD: The time for filing grievances be increased to 10 days.

13. UNIFORMS:

The present agreement states: "The Village will continue its present proceeding and rules with respect to uniforms."

The Association requests additional uniform allowance, shoes and breakaway ties; it also asks for additional allowance for detectives' clothing.

AWARD: The Village shall provide breakaway ties but no shoes. Effective June 1, 1976 the clothing allowance for detectives shall be raised to \$225.00 per annum.

14. ASSOCIATION TIME:

There was insufficient proof adduced either at the fact-finding hearings or in Briefs requiring additional time.

AWARD: The time for Association activities not be increased.

15. VACATIONS, TUITION, TERMINAL LEAVE:

The fact-finder denied these requests of the Association, with which decision I agree.

AWARD: There be no change in vacations, tuition or terminal leave.

16. CONTRACT ADMINISTRATION LANGUAGE:

The Association requested that this be in the contract. I agree with the fact-finder's conclusion that "the language is too broad and vague and seems to seek the supplying of information by the Village which is already required under statute and recent court decisions."

AWARD: This be denied.

17. PAST PRACTICE CLAUSE:

I agree with the fact-finder in his denial of a past practice clause.

AWARD: This be denied.

18. OUT OF TITLE ASSIGNMENTS:

The agreement currently provides: "Members performing duty of a higher rank in an 'acting capacity' or in another situation not the result of an emergency for more than 30 days shall be paid at the rate to which the higher rank is entitled, subject to the status quo." Section 61(2) of the Civil Service Law prohibits out-of-title work except upon assignment by proper authority during a temporary emergency situation.

I agree with the fact-finder that this section is ample protection.

AWARD: This not be changed.

ECONOMIC ISSUES:

19. WAGES:

Hundreds of pages in the Briefs and Reply Briefs of both sides, in addition to reams of Exhibits comparing wages in Scarsdale with other communities, as well as cost of living

data, the Village's ability to pay, and all other pertinent facts, have been adduced on this subject. I have examined all of the data, as well as the fact-finder's discussion and recommendation. Since all this has been so well stated in the fact-finder's Report, it seems redundant to repeat it. The Village claimed the following costs for fringe benefits:

In 1976 it will pay \$476.70 for Retirement, \$70.00 for Social Security, \$30.00 for Workmen's Compensation and \$164.00 for Hospitalization, totalling \$740.70. This amounts to 5% of base salary per man. The present salary of a first grade patrolman is \$14,400.00. The Association proposed a \$20,000.00 salary as "justice". The Village offered an increase of \$500.00 the first year and \$600.00 the second year. It emphasizes the current fiscal crisis and the lowering of the increase in cost of living.

The fact-finder recommended a \$600.00 increase as of June 1, 1975, \$600.00 on December 1, 1975; \$700.00 on June 1, 1976 and \$700.00 on December 1, 1976.

AWARD: Wages for the year starting June 1, 1975 be increased by \$1,050.00. The salary for the second year, June 1, 1976 to May 31, 1977 be increased by \$1200.00. Thus the 1st grade patrolman will be earning \$15,450.00 for the full year from June 1, 1975 to May 31, 1976 and \$16,650.00 for the second year from June 1, 1976 to

May 31, 1977. Sergeants, Lieutenants and Detectives shall receive the same proportionate increase.

20. LONGEVITY:

The Association's Exhibit U shows that 30 Municipalities so provide. The Village has no such provision at the present time.

AWARD: Members receive \$150.00 longevity pay at the end of 10 years and \$200.00 at the end of the 15th year.

21. OVERTIME:

At present overtime may be accumulated up to 80 hours.

AWARD: Overtime hours worked shall be paid at the rate of 1½ times regular pay. Accumulated overtime may be accumulated up to 80 hours provided the member remains in the Department.

22. WELFARE FUND:

The Association requested that the Village contribute to a Welfare Fund administered by the Association.

AWARD: There be no Welfare Fund established.

23. 1ST GRADE PATROLMEN AFTER 3 YEARS:

The Association requested lowering the time to become a 1st Grade Patrolman from 4 years to 3.

To my knowledge this is a unique request and no valid reasons were given to support it.

AWARD: This be denied.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

BEFORE A PUBLIC ARBITRATION PANEL

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In the Matter of the Dispute :

-between-

Case No.

: CA-0077

THE VILLAGE OF SCARSDALE, PUBLIC EMPLOYER,

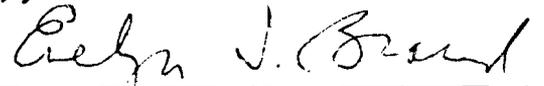
M75-307

-and :

SCARSDALE POLICE BENEVOLENT ASSOCIATION :

-----X

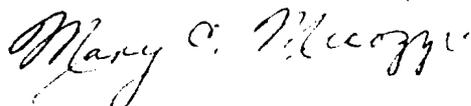
The UNDERSIGNED ARBITRATOR, having been appointed in accordance with Section 209.4 of the Civil Service Law of the State of New York and having duly heard the proofs and allegations of the Parties and made their determinations thereon in accordance with Section 209.4 (iii), (iv), and (v), AWARD as set forth above.



EVELYN S. BRAND, ESQ., Chairman,
Public Arbitration Panel

STATE OF NEW YORK)
)SS."
COUNTY OF KINGS)

On this 6th day of December, 1976, before me personally came and appeared Evelyn S. Brand, Esq., to me known and known to me to be the individual described herein and who executed the foregoing instrument, and she acknowledged to me that she executed the same.



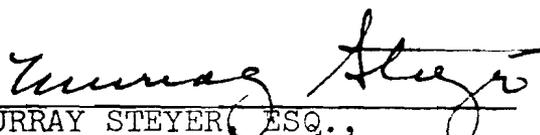
MARY C. MICOZZI
Notary Public, State of New York
14-62372
Qualified in Kings County
Commission Expires March 30, 1977

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

BEFORE A PUBLIC ARBITRATION PANEL

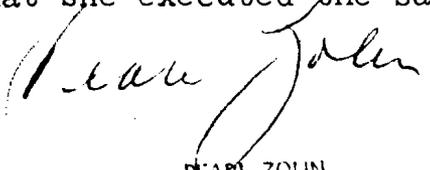
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In the Matter of the Dispute :
-between- : Case No.
THE VILLAGE OF SCARSDALE, PUBLIC EMPLOYER, : CA-0077
M75-307
-and- :
SCARSDALE POLICE BENEVOLENT ASSOCIATION :
-----X

The UNDERSIGNED ARBITRATOR, having been appointed in accordance with Section 209.4 of the Civil Service Law of the State of New York and having duly heard the proofs and allegations of the Parties and made their determinations thereon in accordance with Section 209.4 (iii), (iv), and (v), AWARD as set forth above.


MURRAY STEYER, ESQ.,
Public Employer Member
Public Arbitration Panel

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 7th day of December, 1976, before me personally came and appeared Murray Steyer, Esq., to me known and known to me to be the individual described herein and who executed the foregoing instrument, and she acknowledged to me that she executed the same.



PEARL ZOLIN
Notary Public, State of New York
No. 31-4515029
Qualified in New York County
Commission Expires March 30, 1977

