

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Impasse between	:
VILLAGE OF TUCKAHOE	:
and	:
TUCKAHOE POLICE BENEVOLENT ASSOCIATION	:
-----X	CA-0080; M75-766

OPINION OF THE
CHAIRMAN

On May 19, 1976, the New York State Public Employment Relations Board, having determined that a dispute continued to exist in the negotiations between the Village of Tuckahoe (hereinafter "Village") and the Tuckahoe Police Benevolent Association (hereinafter "PBA" or "Association"), designated a Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute. The members of the Panel are:

Herbert L. Haber, Public Member and Chairman,
Thomas J. Kehoe, Employer Member,
Ralph Purdy, Employee Organization Member.

Pursuant to that designation a hearing was held on July 9, 1976, at which the parties were afforded full opportunity to present testimony and argument and to offer documentation and data in support of their respective positions. The Village was represented by Brian O'Dwyer, Esq., Special Counsel to the Village of Tuckahoe; the Employee Association by John R. Harold, Esq., Brian M. Lucyk, Esq., of Counsel, appearing. Subsequently, the parties submitted written briefs and replies. Thereafter, on October 9, 1976, the Panel met in executive session to consider the outstanding

issues in the dispute and, in accordance with applicable criteria as outlined in Section 209.4 of the Civil Service Law, to reach a final determination on those issues.

At the outset of the hearing, the Chairman stated that he was disposed to accord great weight to the recommendations of the Fact-Finder and not to disturb them unless the parties could offer highly persuasive reasons for so doing. He urged the parties to concentrate their arguments and evidence on whatever changed circumstances, new factors or fresh approaches could be advanced as would warrant a reversal or modification of the fact-finding recommendations.

The open issues before the Arbitration Panel, as certified in the Petition and Response of the parties, reflect all of the original demands presented by the parties to each other at the commencement of their negotiations, none of which had been resolved in the direct negotiations between them, and all of which had also been submitted to fact-finding. These demands, numbering some 23 advanced by the PBA, included improvements in basic wages, wage differentials, cost-of-living escalation, voluntary overtime, shift changes, vacation and personal leave benefit improvements, increased insurance and health benefits, uniform maintenance allowances - among others. The Village, which presented some 11 demands of its own, sought reductions in sick leave allowance, holiday and vacation benefits, longevity payments, personal and funeral leave, and sought increases in contributions by employees for pension and hospi-

talization benefits.

In support of these demands, the parties offered voluminous and weighty exhibits and carefully drawn and well executed briefs and replies. The Association relied very heavily on comparisons with similar neighboring communities - both in and out of the County - and on cost-of-living changes; the Village emphasis was on its "relative" inability to pay for the costly improvements being sought. It is clear from its presentation, that the material presented to the Panel by the PBA - which included other contracts, fact-finding recommendations and arbitrations covering police, white and blue collar groups and teacher disputes, is the identical material as was offered to the Fact-Finder in the earlier proceeding. As for the Village, although its presentation was cast in a somewhat different form and some effort was made by it to introduce new and stronger argument in support of its position, its submission does not add any new element or dimension as would alter the basic situation.

I have carefully examined and considered the evidence and argument offered by the parties in this proceeding. I have also studied the analysis and recommendations made by the Fact-Finder in this matter. I find his conclusions to be thoughtful and well reasoned and his recommendations to be valid and appropriate in this situation. I concur in his conclusion that a two year contract is reasonable and practical here. We are even closer to the termination of a contract of

such length - it would expire on May 31, 1977 - then was the case when the recommendations were issued. The parties will have barely enough time to prepare their demands for whatever changes they may intend for the next contract renewal to be effective on June 1, 1977.

I concur in his view that a wage adjustment is indicated in this situation and that its level should be based upon (1) comparisons with appropriate neighboring communities - both in terms of salary and benefit levels being received as well as the respective ability of those communities to pay for those benefits - and, (2) consideration of cost-of-living changes as they may have affected the purchasing power of the employees. I agree with his analysis that the relative position of the Tuckahoe Police with regard to both wages and fringes in the above comparisons suggests that a 7.5 per cent wage increase to all ranks of the police department covered by the agreement, in each of the two years of the contract, is indicated.

I conclude, as did the Fact-Finder, that in view of these salary and benefit comparisons and all other relevant considerations - including the financial elements advanced by the Village - all of the other economic demands made by the PBA should be denied.

I further agree that the operational changes being sought by the Association are such as would seriously hamper

the ability of the Village to effectively administer a proper police operation to an extent as would significantly outweigh any convenience or benefit to be gained by the employees, and should be denied.

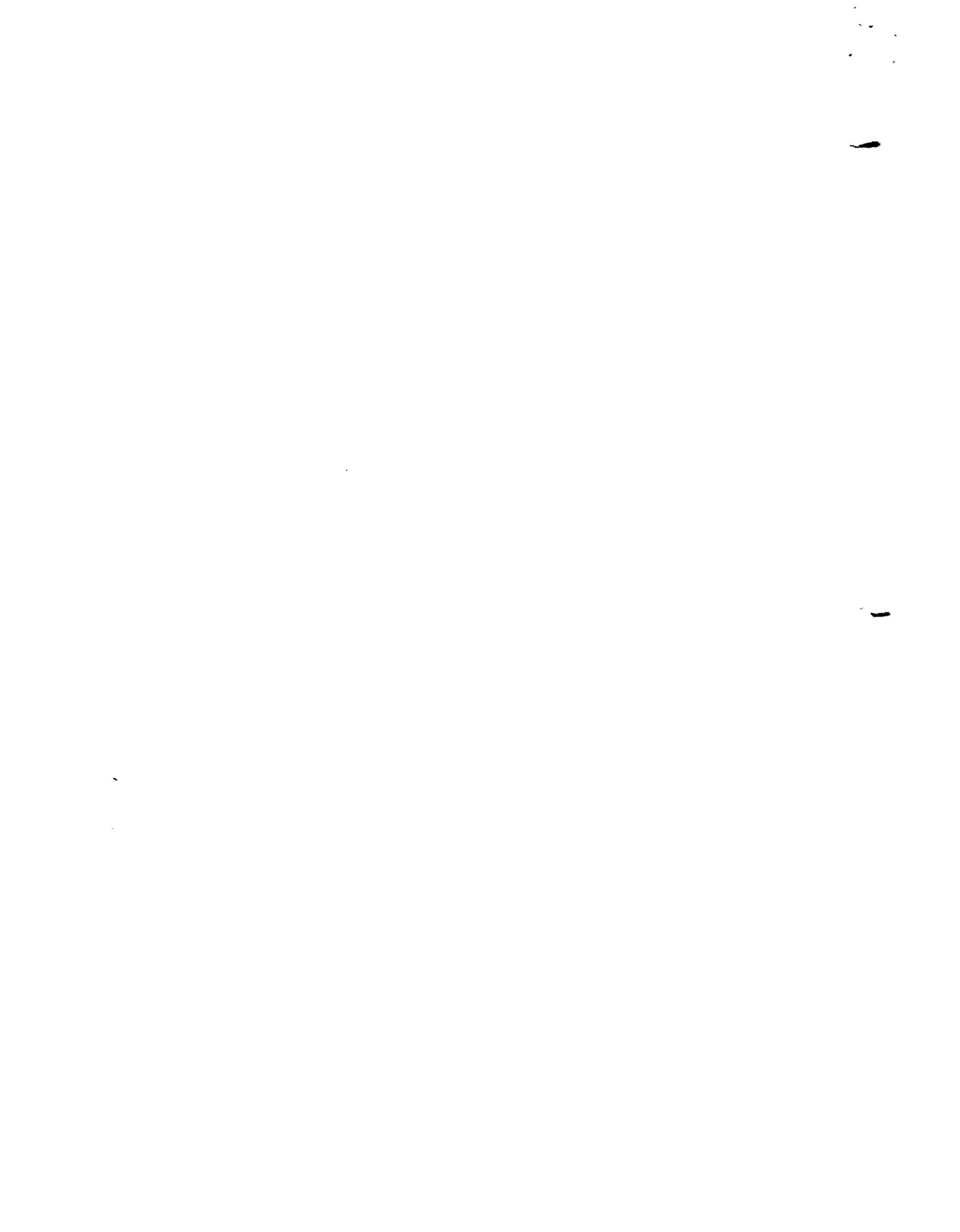
Finally, the demands of the Village are denied since to grant them would serve to erode the basic wage increase hereby established - as conversely, the granting of the additional PBA demands would have served to inflate it.

Accordingly, having carefully studied the record and reviewed, analysed and reflected upon it as outlined above, the Panel makes the determination as set forth in the accompanying Award.

Dated: November 5, 1976.



Herbert L. Haber, Public Panel Member
and Chairman



STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Impasse between

VILLAGE OF TUCKAHOE

and

TUCKAHOE POLICE BENEVOLENT ASSOCIATION
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AWARD OF PUBLIC
ARBITRATION
PANEL

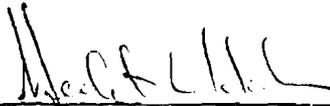
CA-0080; M75-766

The undersigned Arbitrators, having been designated pursuant to the provisions of Section 209.4 of the New York State Civil Service Law, and having duly heard the proofs and allegations of the Parties, hereby make the following

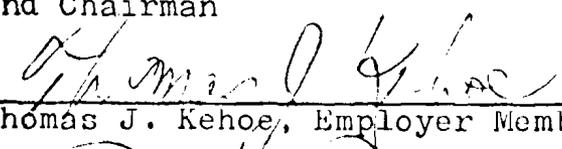
AWARD

1. The term of the new contract shall be two years commencing on June 1, 1975, and terminating on May 31, 1977.
2. There shall be a 7.5 per cent increase in the base salary of all ranks of the Police Department covered by this agreement effective on June 1, 1975, and an additional 7.5 per cent to the base rate in effect on June 1, 1976, effective on that date.
3. All other terms and conditions of the prior contract shall be continued into the new contract except as amended or terminated by the express agreement of the Parties.

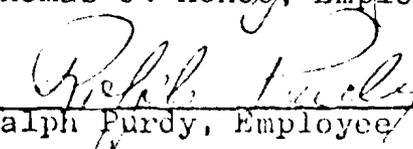
Dated: November 5, 1976.


Herbert L. Haber, Public Member
and Chairman

Dissenting:


Thomas J. Kehoe, Employer Member

Concurring:


Ralph Purdy, Employee Organization

STATE OF New York)
)
COUNTY OF Beaver)

SS.:

On this 5 day of November, 1976, before me personally came and appeared Herbert L. Haber, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Jeanette Schochet

JEANETTE SCHOCHET
NOTARY PUBLIC OF NEW YORK
My Commission Expires Jan. 27, 1979

STATE OF New York)
)
COUNTY OF Westchester)

SS.:

On this 5th day of November, 1976, before me personally came and appeared Ralph Purdy to me known and known to me to be the individuals described in and who executed the foregoing instrument and they acknowledged to me that they executed the same.

Annette R. Purdy

ANNETTE R. PURDY
Notary Public, State of New York
No. 60-3175460
Qualified in Westchester County
Term Expires March 30, 1977

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS.:

On this 8th day of NOVEMBER, 1976, before me personally came and appeared THOMAS J. KEHOE to me known and known to me to be the individuals described in and who executed the foregoing instrument and they acknowledged to me that they executed the same.

Laura Samuel

LAURA SAMUEL
Notary Public, State of New York
Qualified in New York County
Commission Expires March 30, 1978

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of Binding Arbitration between

VILLAGE OF TUCKAHOE

and

TUCKAHOE POLICE BENEVOLENT ASSOCIATION

: DECISION OF PUBLIC
: ARBITRATION PANEL
:

CA - 0080; M75-766

On December 22, 1976, the Public Arbitration Panel met for the purpose of rendering a decision on the application for modification of award made by the Tuckahoe Police Benevolent Association; and to consider a request made by the Village for a new hearing based on new information now available, not available at the time of hearing which would show the Village's inability to pay the increases as ordered.

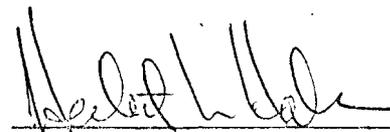
Counsel for parties appeared and made argument with regard to an alleged mistake in a description of the provisions for Personal Leave Days to be afforded officers under the arbitration award rendered by this panel and, with regard to the request for a re-hearing.

After due deliberation, the panel made the following

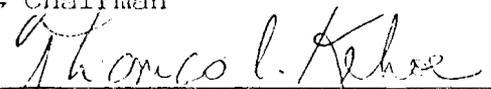
DECISION

1. It is beyond the scope of the authority of this panel to reopen hearings for the purpose of receiving new information.
2. There being no mistake in the award, the award is hereby affirmed.

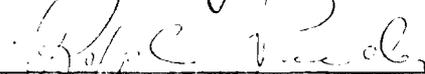
DATED: December 22, 1976.



Herbert L. Haber, Public Member
& Chairman



Thomas J. Kehoe, Employer Member



Ralph Purdy, Employee Organization

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