

PUBLIC EMPLOYMENT RELATIONS BOARD

NEW YORK STATE EMPLOYMENT
RELATIONS BOARD
RECEIVED
MAR 7 - 1979

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In the Matter of the Arbitration

between :

VILLAGE OF TUCKAHOE :

"Village" :

-and- :

TUCKAHOE POLICE BENEVOLENT
ASSOCIATION :

"Association"
-----x

CONCILIATION

IA-29, 1777-549

PUBLIC ARBITRATION PANEL

Stanley L. Aiges, Chairman
Gordon Brown, Village Member
John P. Henry, Association Member

APPEARANCES

For the Village:

Bonnie Brook

For the Association:

HARTMAN & LERNER
Reynold A. Mauro, Esq., Of Counsel

BACKGROUND

The New York State Public Employment Relations Board ("PERB") determined that a dispute exists in negotiations between the Village and the Association. That dispute falls under the provisions of the Civil Service Law, Section 209.4, as amended July 1, 1977. PERB, pursuant to the authority vested in it under that provision, designated a Public Arbitration Panel for the purpose of making a just and reasonable determination in the dispute. It appointed: Stanley L. Aiges to serve as Public Panel Member and Chairman; Gordon Brown to serve as Employer Panel Member; and John P. Henry to serve as Employee Organization Panel Member.

Hearings were held on August 1, and December 5, 1978. All matters relating to the dispute were heard. The parties were represented by counsel at all stages of the proceedings. Each was provided a full opportunity to present evidence, testimony and argument in support of their respective positions. The parties agreed to waive their right to have a verbatim transcript taken. Post-hearing briefs were not filed.

Ten issues are in dispute. They are:

1. Term
2. Salary Rates
3. Longevity Payments
4. Personal Days
5. Compensatory Time
6. Holidays
7. No Strike Clause
8. Sick Leave
9. Bereavement Leave
10. Arbitration.

Before proceeding to the merits of these issues, several introductory comments are necessary. In reaching our determination on each of the above issues, the Panel Members took into consideration all relevant factors presented to us for consideration. In particular, however, we were concerned with the following key factors:

- a) comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the 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 Town to pay;
- c) comparison of peculiarities in regard to other trades or professions, including specifically: hazards of employ-

ment; physical qualifications; educational qualifications; mental qualifications; job training and skills; and

- d) the terms of collective bargaining 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.

All of these factors are, to be sure, relevant. None is necessarily controlling. In our view, our principal task in attempting to achieve a just and reasonable determination is to weigh and balance these factors. In doing so, we attempted to remain completely objective. That is, we strove not to impose our personal value judgments upon the parties hereto. We tried, to the best of our ability, to let the facts speak for themselves and to be guided accordingly.

This dispute evolves out of efforts to re-negotiate an Agreement which was to terminate on May 31, 1977. (It has remained in force pending a decision here.) Thus, at this writing the parties' dispute is some 19 months old. A final resolution is long past due. To expedite one, the parties requested that the Panel forego the usual written analysis of their respective positions and our reasoning. Instead, they asked that we simply set forth our determination. We are willing to cooperate in order to expedite issuance of this Award.

ISSUE NO. 1: TERM

We AWARD a term for a new Agreement of two years. That is,

one which would commence June 1, 1977 and expire May 31, 1979.

ISSUE NO. 2: SALARY RATES

We AWARD the following annual salary rates be made effective as of the dates shown:

A. For employees hired prior to June 1, 1977:

<u>Rank</u>	<u>Eff. 6/1/77</u>	<u>Eff. 12/1/77</u>	<u>Eff. 6/1/78</u>	<u>Eff. 12/1/78</u>
Patrolman -				
Grade 5	\$14,523	\$15,323	\$15,498	\$16,673
Grade 4	15,141	15,941	16,616	17,291
Grade 3	15,766	16,566	17,241	17,916
Grade 2	16,314	17,114	17,789	18,464
Grade 1	16,863	17,663	18,338	19,013
Patrolman- Detective	17,963	18,763	19,438	20,113
Sergeant	18,887	19,783	20,539	21,295
Detective- Sergeant	19,987	20,883	21,639	22,395
Lieutenant	20,776	21,761	22,593	23,425

B. For employees hired after June 1, 1977:

<u>Rank</u>	<u>Eff. 6/1/77</u>	<u>Eff. 12/1/77</u>	<u>Eff. 6/1/78</u>	<u>Eff. 12/1/78</u>
Patrolman -				
Grade 5	\$13,723	\$13,723	\$14,224	\$14,224
Grade 4	14,508	14,708	15,252	15,421
Grade 3	15,293	15,693	16,280	16,618
Grade 2	16,078	16,678	17,308	17,815
Grade 1	16,863	17,663	18,338	19,013.

ISSUE NO. 3: LONGEVITY PAYMENTS

We AWARD that the formula formerly in effect be revised effective June 1, 1978 to be:

After 5 years of service: \$500.00
After 10 years of service: \$700.00
After 15 years of service: \$900.00.

However, for employees hired on or after June 1, 1978, the following formula shall apply:

After 8 years of service: \$500.00
After 14 years of service: \$700.00
After 19 years of service: \$900.00.

ISSUE NO. 4: PERSONAL DAYS

We AWARD that effective June 1, 1978 all employees shall be

eligible to receive three personal leave days per year.

However, certain conditions must be established. These include:

1. An employee must (except in an emergency), at least 72 hours prior to the personal leave day sought, provide a written request for such day to the Chief (or his designee).
2. The employee must specify in such request his general reason for seeking the personal leave day. It is understood that personal leave days are to be used only to attend to legitimate personal and/or family matters which cannot be attended to during normal working hours.
3. The Village agrees that personal leave day requests shall not be denied by the Chief (or his designee) for arbitrary or capricious reasons.

ISSUE NO. 5: COMPENSATORY TIME

We AWARD as follows: There shall be a maximum accumulation of compensatory time of 40 hours, with the exception of veterans who shall be permitted an accumulation of 56 hours in recognition of their two (2) additional holidays. Scheduled compensatory time off shall not be rescinded upon less than 48 hours' notice to the employees, except in an emergency when additional personnel are required to meet staffing needs and no other personnel are available on an overtime basis.

ISSUE NO. 6: HOLIDAYS

We AWARD that the current number of holidays provided under the Agreement remain unchanged.

ISSUE NO. 7: NO STRIKE CLAUSE

We AWARD that the Village's proposed text be adopted:

The Association, for itself and on behalf of the employees it represents, reaffirms that it does not have the right to strike, and agrees not to engage in a strike nor cause, instigate, encourage or condone a strike.

ISSUE NO. 8: SICK LEAVE

We AWARD that a clause be added to the Agreement which specifies that individual employees who abuse their sick leave privileges may be subject to appropriate disciplinary action.

ISSUE NO. 9: BEREAVEMENT LEAVE

We AWARD that bereavement leaves (for relatives specified in the Agreement) shall extend from the date of death until the day after the funeral, but in no event shall such leave exceed five working days. An employee shall not be required to report to work prior to 8:00 a.m. of the day following the funeral.

ISSUE NO. 10: ARBITRATION

We AWARD that a grievance procedure be adopted in the Agreement. It shall read:

Step 1. A grievance of an employee shall first be discussed with the Police Chief and the employee designated by the Association to handle grievances. If this is not settled within ten (10) working days after presentation, it may be taken to the second step.

Step 2. If not settled at the first step, the grievance may be presented to the Police Chief and a Police Commissioner by the employee and the employee designated by the Association to handle grievances. If presented, the grievance must be presented in writing. If the grievance is not settled within ten (10) working days after presentation at this step, it may be taken to Step 3.

Step 3. If not settled at the second step, the grievance may be presented to a meeting of the Police Chief, a Police Commissioner, Village Trustee, the Employee, the Employee designated by the Association to handle grievances and such other representatives as the Association and employee may choose to have present. If the grievance is not settled within ten (10) days of the presentation at this step, it may, provided the matter involves the application or interpretation of the terms of this agreement, be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

* * *

Stanley L. Aiges

Stanley L. Aiges,
Chairman and Public Panel Member

Gordon Brown

Gordon Brown,
Employer Panel Member

(Dissenting on amount of longevity for new employees and failure to reduce the number of holidays.)

John P. Henry

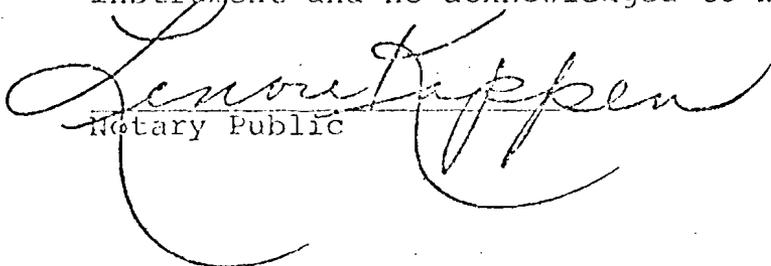
John P. Henry,
Employee Organization Member

(Dissenting as regards modification of longevity formula.)

February 13, 1979

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS.:

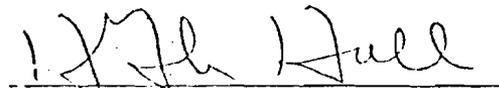
On this 13th. day of February, 1979, before me personally came and appeared STANLEY L. AIGES, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.


Notary Public

LENORE KAFFEN
Notary Public, State of New York
No. 41-7161230
Qualified in Queens County
Commission Expires March 30, 1980

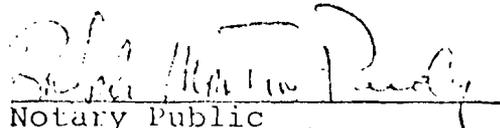
STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS.:

On this 13th. day of February, 1979, before me personally came and appeared GORDON R. BROWN, 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.


Notary Public
H. GLEN HALL
NOTARY PUBLIC, State of New York
No. 60-6733980
Qualified in Westchester County
Term Expires March 30, 1980

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS.:

On this 13th. day of February, 1979, before me personally came and appeared JOHN P. HENRY, 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.


Notary Public
ROBERT MARTIN PRADY
Notary Public, State of New York
No. 60-6733980
Qualified in Westchester County
Term Expires March 30, 1980

