

BACKGROUND OF THE CASE:

The impasse involves a labor agreement for both 1978 and 1979 covering about forty members of the Town of Mount Pleasant, one of sixteen towns in Westchester County. When mediation activity failed to bring about a settlement of the dispute, written recommendations were prepared by the mediator at the request of both sides. Generally speaking, the Association was willing to accept Ronayne's proposal for salary increases, but the employer rejected the mediator's suggestions. The Town made it plain to this arbitration panel that it regarded the "up front" money for 1977 as too costly, and it particularly objected to salary improvements that appeared to ignore the advantageous working schedules of Mount Pleasant police.

Among the criteria provided by law for the guidance of an interest arbitration panel is "comparison of the wages, hours and conditions of employment of the employees involved" with those who are performing similar services elsewhere. In addition, we were charged with the consideration of a "comparison of peculiarities in regard to other trades or professions" and "the terms of collective agreements negotiated between the parties in the past." While not overlooking other factors, we believe it appropriate that mention should be made of the preceding areas because of their unique importance to the Mount Pleasant situation.

For example, the term "conditions of employment" is so wide in nature that employees may believe, rightly or wrongly, that it covers everything from physical aspects of the job to the managerial techniques of their supervisors. Consequently, the panel noted that the negotiating process was delayed to some extent by the desire of the police officers to offer arguments that might more properly be handled through grievance channels under the contract. We are constrained to work within certain parameters in order to prepare our award, but we must also observe that the Association's reluctance

to finalize a new agreement has been based in part upon its strong belief that police management techniques have vitally affected the "conditions of employment" referred to by the statute.

From the employer standpoint, however, a very costly "condition of employment" has developed out of the working schedule of the department. Counsel for the Town established very clearly for us that the 4/56, 4/56, 4/80 work arrangement is not the norm for most other departments in the area, and we recognize that some officers end up with more vacation days than had been anticipated when the schedule was first established by the parties. However, it should be noted that it is most unusual in modern bargaining for "the terms of collective agreements negotiated between the parties in the past" to be altered in a subsequent contract to the detriment of the employees. We wish to emphasize that the schedule was an important part of our consideration when we analyzed the salary structure and the other issues that were brought before us.

From the testimony presented to us as well as material contained in the post-hearing briefs, it would appear that the parties have reached an understanding on several of the issues that were part of the original impasse. Therefore, the analysis that follows represents our understanding of the remaining items in dispute.

ISSUES AND AWARD:

1. On the matter of salary, we note that the Town in its brief "does not wish to 'poor mouth' itself" and speaks of excellent fiscal management. It has some tax certiorari problems and is concerned about potential losses from revenue sharing, but its actual tax assessments for 1979 were higher than the figures used during mediation, plus the fact that much of its financial argument to the arbitration panel was of a speculative nature that related to possible future problems rather than to the existing record. Factually,

it cannot be denied that the 1979 tax rate showed a decline of \$1.10 over the 1978 rate. Arguendo that the Town is under pressure from its citizens who oppose any increase in their tax burden, it cannot be denied that Mount Pleasant has adequate financial stability and that it is under no more anti-tax feeling from the voters than any other municipal government.

One of the employer's arguments is that mandated increases in social security, insurance, and other fringe benefits must be included in any study of ability-to-pay, but that contention by the Town overlooks the fact that other public employers (as well as private ones) must meet similar obligations. In like manner, it is true that indirect costs covering time not worked by police officers also enter into the financial picture, but Mount Pleasant is not that different from other communities in having to account for the costs of vacations, sick time, and personal days. Granted that the schedule of work is better for Mount Pleasant police than for most of the other Westchester County departments, the men actually work about the same number of hours per year regardless of the schedule. Indeed, Town exhibit #14 names several contiguous departments that enjoy the same type of schedule as the Mount Pleasant officers and that also receive higher salaries than the Association's members.

It is common knowledge that inflation and the cost of living have seriously damaged the value of everyone's wages, but it is apparent that police officers whose salary structure is already far below the average wage paid to police in other Westchester towns have undergone a special financial loss. In recognition of that cost of living problem, the panel could readily justify a major salary increase. However, we must also consider the welfare of the public (which itself faces daily inflation problems) and limit our award to an attempt to roughly equal the average police salaries paid by other towns in the county.

AWARD: Using first grade patrolmen as the base, the Town is to add \$510 per year to the 1977 rate of pay effective January 1, 1978, the salary thus being \$17,154; the Town is to add 6.5% to this figure for the year 1978; the Town is to add 5.5% to the 1978 figure for the year 1979.

2. On the issue of a change in the longevity plan, we do not see sufficient evidence to implement the Association request. As a practical matter, we are impressed by the Town argument to the effect that a plan which pays longevity at five years is a violation of the concept wherein longevity rewards long terms of service.

AWARD: That there be no change in the longevity plan.

3. The Association has requested an improved dental plan and the employer has already agreed to a plan under which it will pay \$143 per person for other employees of the municipality. We believe it to be equitable for a similar plan to be enjoyed by this bargaining unit.

AWARD: That the Town provide a dental plan with a contribution by the employer of \$143 per person.

4. No data was presented by the Association which would indicate that the existing sick plan was inadequate. Consequently, it is our belief that the existing structure should be maintained.

AWARD: That there be no change in the sick plan.

5. One of the PBA requests was that the panel increase the number of personal leave days from the existing three (only one of which is mandatory) to five mandatory days. It is understandable that the Town would oppose this request on the basis of cost, but it also means to this arbitration panel that the department apparently rarely grants the full three days mentioned in the present contract (as alleged by the police) or the cost differential would not be as great as the employer's brief suggests. Association exhibit #3 points out that the average figure for mandatory personal days

is almost four and we believe that three mandatory days would not be out of line with either the average or the intent of the existing agreement.

AWARD: That the Town grant three mandatory personal days.

6. The Association has requested that there be no limit on the right to swap tours of duty. Logically, this could lead to a situation in which assignments would be meaningless and control of the schedule would be almost impossible. Naturally, it would be more convenient for the officers involved, but we are of the belief that the Town position on this matter is the more meritorious.

AWARD: That the existing arrangement for swapping of tours not be changed by the parties.

7. No strong argument or convincing evidence was presented to us on the matter of additional holidays. Therefore, we can see no justification for the request of the Association on this item.

AWARD: That there be no change in the holiday area of the contract.

8. It is difficult to establish the exact sum required as a proper uniform allowance and particularly hard to accept the PBA argument that the existing \$250 should be raised to \$350. However, cleaning and maintenance costs have gone up along with everything else in recent times, so that we believe some increase is in order.

AWARD: That the uniform allowance be raised to \$275.

9. The Association has requested an improved vacation program that would be based upon working days instead of calendar day. It is true that most of the departments cited in exhibits make use of the working day approach to their vacation schedules, but it is also very important to note that such a system is not the custom among towns which enjoy the 4/56, 4/56, 4/80 working arrangement followed by Mount Pleasant. Evidence submitted by Town counsel at the hearing indicated that the existing vacation plan turned out to

be more advantageous than it would appear to be on paper for many of the men when the officers arranged their vacations to coincide with a favorable tour of duty.

AWARD: That there be no change in the present vacation system.

10. Aside from the matter of increased cost, it is our judgment that it would not be appropriate to expect the Town to pay for additional life insurance coverage. Such a need is of a personal nature that should be met by the men who are interested in it.

AWARD: That there be no change in the life insurance program.

11. The Association request for a minimum of five days off with pay in order for the president or his delegate to attend police conferences and similar functions is not entirely without merit, although we recognize the possibility of abuse if the system is not controlled. An open arrangement of this kind could easily turn out to be very costly for the employer, while an absolute prohibition by the chief of police or other authority could completely frustrate a privilege found in other departments. Our view is that a compromise is in order on this issue.

AWARD: The president or his assigned delegate shall be entitled to a maximum of five days off with pay per year for the purpose of serving the members of the Association, including attendance at police conferences or other meetings. A reasonable notice shall be given to the chief of police and such time off shall only be denied when there are extenuating circumstances.

As indicated earlier in this report, it is our opinion that the matters on which we have issued awards are the "open" items that remain before the parties. It is not our intention to foreclose any settlement that the two sides may find mutually agreeable to them. In all cases where we have provided for contract changes, the award represents an action to be implemented by the parties in the first year of the contract and to be continued into the second year of that agreement.

One of the areas that was discussed during the hearings pertained to police training. Because the subject was not submitted for our formal consideration, we cannot make an award on the item. However, we recognize the value of such training upon modern police professionalization and urge the parties to consider such a program during their next contract negotiations.

CONCLUSION:

The chairman appreciates the cooperation of his colleagues on the panel in the preparation of this report. Although there was not unanimity of opinion on all of the issues that required our analysis and decision, it is our considered judgment that the foregoing awards meet both legislative criteria and the philosophy of public employee negotiations.

PUBLIC EMPLOYMENT RELATIONS BOARD
CASE NO. IA-85
M78-228

CONCILIATION

In the Matter of Compulsory Interest Arbitration
between

The Town of Mount Pleasant Police Welfare & Benefit
Association, Employee Organization

and

Town of Mount Pleasant Employer

DISSENT

GERALD J. GARNER, having been duly assigned and qualified as a panel member of a tri-partite public interest arbitration panel in the matter of the impasse in the PBA negotiations, with the authority to proceed under the applicable statute and appropriate rules and regulations, dissent in part and as more fully set forth herein from the Award made by the majority as follows:

1. SWAPPING OF TOURS

The panel has seen fit to deny the Association's request for unlimited tour swapping. This is not, and has never been a cost factor. In opposition, to Town predicts resulting chaos, although presents no evidence of this claim, which is purely speculative and without foundation.

The underlying problem, as indicated by evidence before this panel, is the allegation by the Association of the complete uncooperative attitude of the Chief of Police. While it must be realized that a police department is a para - military organization, it has not reached the status of a totalitarian regime, and even the Chief of Police has a duty, both under contract and law, to act reasonably. He has not lived up to this duty in the past and has taken an unreasonably restricted view of requests for tour swapping.

The position of the Town, in speculating resulting chaos, incorrectly assumes that its employæes are in an adversary position to the concept of an efficiently run police department and will undermine any efficiency. No evidence of this speculation has been submitted by the Town and the Panel, by accepting that rationale, is handing up an unfair and unjustified indictment against the police officers.

This member would permit the unlimited tour swapping with the proper safeguards to insure police efficiency and coverage. If the privilege is then abused, it could be removed.

2. UNIFORM ALLOWANCE

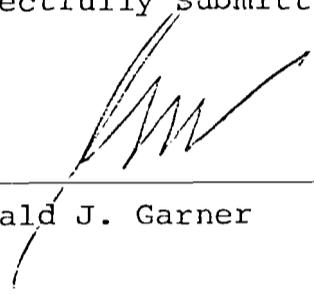
The panel denied the Association request to increase the annual uniform allowance from \$250 to \$350. The panel awarded a mere \$25, (a ten (10) percent adjustment).

Comparably, the current uniform allowance is less than adequate. The award is for more than one year, and is therefore already less than annual inflation.

Measured in real dollars, the uniform allowance after the award (\$275) is less than that prior to the Award.

This member, based upon the foregoing, would grant an annual uniform allowance of \$350.

Respectfully Submitted



Gerald J. Garner

PUBLIC EMPLOYMENT RELATIONS BOARD
CASE NO. IA-85; M78-228

OCT 15 1978

CONCILIATION

In the Matter of Compulsory
Interest Arbitration

between

Town of Mount Pleasant Police
Welfare and Benefit Association

Employee Organization

an

Town of Mount Pleasant Employer

DISSENT

I, BONNIE BROOK, having been duly assigned and qualified as a panel member of a tri-partite arbitration panel in the matter of the impasse in the PBA negotiations, with the authority to proceed under the applicable statute and the rules and regulations, dissent from the Award made by the majority as follows:

I. WAGES

For the two-year contract period, January 1, 1978 -
December 31, 1979, an increase of \$510. up front, 6.5% for the

year 1978 and 5.5% for the year 1979, was awarded. In rendering this award the panel was fully aware that the members of the Mount Pleasant police force enjoy an extremely advantageous schedule. One that only three other municipalities in the County enjoy. In order to maintain police service, when the 4/56, 4/56, 4/80 schedule was put into effect, the Town had to incur the expense of hiring three (3) additional men.

The Town of Mount Pleasant has a police force of 43 men, all except five of whom are on a rotating shift of 4 days on - 56 hours off, 4 days on - 56 hours off, and 4 days on - 80 hours off. Previously, this was 4/56, 4/56, 4/56. With the change to 4/80 on the last tour, it is obvious that each man got one additional day off (80-56 = 24 = one day), per cycle of tours. During the year there are approximately 18 cycles and, therefore, each man by virtue of this change in scheduling received approximately 18 more days off, or the equivalent of between three and four, five day work weeks.

Taking the 38 men (43-5) who work a rotating shift, and figuring in the increased (\$510, 6.5%, 5.5%) the current schedule of 4/56, 4/56, 4/80 will cost the Town of Mount Pleasant in 1978 \$60,075.72 and in 1979 \$63,379.44. This is arrived at by the following computations:

	A	B	C	D
	SALARY	DAILY RATE	COST PER MAN	TOTAL COST
		$A \div 2080$	$B \times 18$	$C \times 38$
1978	\$18,269	87.83	\$1,580.94	\$60,075.72
1979	19,274	92.66	1,667.88	63,379.44

This in an increase of \$8,659. dollars over 1977 costs, attributed only to the schedule.

The salary increase, in and by itself, as awarded by the Panel, is not out of line. However, the cost of the advantageous schedule, though an indirect one, should never the less have taken into consideration to a much greater degree than the arbitration panel did in establishing salary levels. For this reason, this member feels very strongly that the wage award is inequitable in that it places too much of a burden on the taxpayer and overcompensates the police officers.

II. PERSONAL DAYS

In light of the advantageous schedule which allows for additional time off, it is uncomprehending for the panel to relax the restrictions on a form of time off, namely "personal days". The Panel notes in its award and opinion that "the department apparently rarely grants the full three days mentioned in the present contract" yet the Panel ignores this and grants the three mandatory personal days that the PBA requested. This was done without any evidence that the officers were being denied personal days for which they had applied.

All of us are fully cognizant of what inflation has done to the purchasing power of the dollar, and the difficulties presented with one living on a fixed income. Living costs have increased and there appears to be no end in sight. Unfortunately, inflation also effects the municipalities and the taxpayers, whose incomes are also substantially fixed. The panel noted in its award

that "we acknowledge that counsel for the Town clearly established that the 4/56, 4/56, 4/80 work arrangement is not the norm for most other departments in the area, and we recognize that some officers end up with more vacation days than had been anticipated when the schedule was first established by the parties." Still the panel has taken it upon themselves to further compound the error and award a sizeable salary increase and to relax the rules on time not worked. In view of this, I dissent on these two aspects of the award.