

State of New York Public Employment Relations Board

DEC 24 1979

CONCILIATION

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IN THE MATTER OF INTEREST ARBITRATION :
 : between :
TOWN OF YORKTOWN :
 : and :
TOWN OF YORKTOWN POLICE BENEVOLENT :
 ASSOCIATION, INC. :
PERB Case No. IA-103 :
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Before
PUBLIC ARBITRATION PANEL
Herbert L. Marx, Jr.,
Public Panel Member
and Chairman
Bonnie Brook
Employer Panel Member
John P. Henry
Employee Organization
Panel Member

December 20, 1979

APPEARANCES

For the Town:

Gordon R. Brown, Esq.
Peggy Daly, Deputy Supervisor
Martha F. Cossum, Comptroller

For the PBA:

David Schlachter, Esq.
Hartman & Lerner
Robert Arruda, Chairman
David L. Kavovit, Patrolman
Edward J. Fennell
Municipal Finance
Consultant

I N T R O D U C T I O N

This matter was heard and resolved as directed by the State of New York Public Employment Relations Board under the terms of statutory provisions applicable to compulsory interest arbitration pursuant to Civil Service Law, Section 209.4, as amended. At issue are the terms of a new collective bargaining agreement (the "Agreement") to be effective as of January 1, 1979, between the Town of Yorktown, Westchester County, New York (the "Town") and the Town of Yorktown Police Benevolent Association, Inc. (the "PBA"). The Agreement is to supercede the previous collective bargaining agreement in effect from January 1, 1977 through December 31, 1978. It is noted that the form of the 1977-78 agreement is the acceptance by the parties of a public arbitration award issued November 23, 1977 amending a previous agreement covering the year 1976.

Under required procedure a three-person public arbitration panel (the "Panel") was designated on April 2, 1979 to hear the dispute and render an award. After due notice, hearings were held on April 27, May 3, and May 29, 1979. Representatives of the Town and the PBA waived the right to a stenographic record of the proceedings. The parties were offered full opportunity to present evidence and argument and to examine and cross-examine witnesses. The parties agreed that the matter was properly before the Panel for resolution.

Following the three hearings, the parties determined -- with full encouragement and approval of the Panel -- to continue bilateral efforts to resolve their differences. This resulted in

the resolution of a number of issues, listed below. Thereafter, the Panel met in executive session on December 4, 1979 to fashion an award resolving the remaining issues.

The collective bargaining unit consists of 41 employees, including the ranks of Patrolmen, Detective, Sergeant, Lieutenant, and Detective Lieutenant.

In addition to and as part of arguments by the parties, the Panel gave due consideration to the following factors, as they may be applicable, in reaching its determinations:

- 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 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 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.

As part of and in consideration of an agreement on all terms, the Town and the PBA have reached agreement on language amending the 1977-78 agreement on the following:

1. Term of Agreement -- January 1, 1979 through December 31, 1980.

2. Payment by Town of additional costs incurred for obtaining physician's note in connection with sick leave; understanding that abuse of sick leave may result in disciplinary action.

3. Acceleration of grievance procedure.

4. Bereavement pay of three calendar days; Chief may grant additional days on request.

5. Vacation pay in advance in payroll period prior to vacation, provided reasonable notice (two weeks) is given.

6. Equal distribution of overtime predicated by rank and assignment (i.e., Sergeant for Sergeant, Lieutenant, Detective for Detective), when possible.

7. Summer pants permitted as part of uniform supplied. (Price regular issue pants, \$42.50; price summer pants, \$20.50).

8. Personnel folders shall be open for review by employee prior to July 1, 1980; employee may initial contents and will be given opportunity to comment on derogatory contents. Effective on and after the date of execution of this Agreement, employee shall receive a copy of each entry and be given an opportunity to comment.

9. In the event an evaluation procedure is to be instituted, the PBA and the Town shall form a joint committee to advise and evaluate the procedure.

10. For out-of-title work involving the duties of higher rank, pay will be at the higher rank after 12 consecutive work days; wording will prevent intentional abuse by the Town.

11. Employees shall select vacations by the same procedure that was used for 1979 vacation picks.

A W A R D

Upon full consideration of all the issues upon which the parties have not reached agreement, the Panel makes the following final and binding award:

Issue No. 1 -- The wage scale provided in Article IV, Section 1, shall be increased as follows for Fourth Year Patrolman (and more than four years):

Effective January 1, 1979 -- \$500 (or 2.85 per cent)
from \$17,536 to \$18,036.

Effective July 1, 1979 -- \$700 (or 3.88 per cent)
from \$18,036 to \$18,736.

Effective January 1, 1980 -- \$1,200 (or 6.4 per cent)
from \$18,736 to \$19,936.

Effective September 1, 1980 -- \$964 (or 4.8 per cent)
from \$19,936 to \$20,900.

The wage scale for all other ranks and for first, second
and third year Patrolmen shall be increased on the same dates by
the same percentages as listed above.

ISSUE No. 2 -- Paid Holidays (Article VI, Section 3) shall
be amended to provide as follows:

For all employees hired prior to January 1, 1980 -- Same as
present agreement except that an employee, at his sole option, may
elect to receive cash payment (at straight time rate) for all or
any portion of present compensatory time-off holidays. Employee
must make such option when picking vacation for the following
year. Payments for those days paid will be May 15 of each year.

For all employees hired on and after January 1, 1980 --
Employees shall receive cash payment for all paid holidays worked
or not, plus time and one half (that is, an additional four hours'
pay for an eight-hour tour) for working on New Year's Day, Easter,
Thanksgiving, or Christmas.

ISSUE No. 3 -- Education Benefit (Article VI, Section 2) shall be deleted and the following substituted:

Those employees hired on or prior to December 31, 1978 and who prior to that date were eligible to received payment for college credits earned on that date shall continue to receive such payment for college credits earned according to the terms of Article VI, Section 2 of the 1977-78 agreement. However, such employees shall not be entitled to payment for college credit in excess of the amount for which they were eligible on December 31, 1978.

Emploees hired after December 31, 1978 shall not be entitled to payment for college credits earned but shall be entitled to reimbursement for the cost of books and tuition not otherwise reimbursed by L.E.A.P. for courses in the curriculum of Police Science and/or Criminal Justice to the maximum of an Associate Degree.

ISSUE No. 4 -- Article XII (Longevity) shall be amended to substitute "service as a sworn police officer in New York State" for "service".

ISSUE No. 5 -- A new Section 3 shall be added to Article XIII (General) to provide that, in investigation for disciplinary procedures, no employee shall be required to take a polygraph or Breathalyzer test; however, if a Breathalyzer test is refused, the employed may be relieved of duty. An employee shall have the right to an attorney prior to questioning in respect to possible

disciplinary charges and shall have a reasonable time to obtain an attorney.

ISSUE No. 6 -- In addition to other agreed-upon changes in Article VIII (Sick Leave), there shall be a provision that employees are required to remain at home or in hospital confinement during sick leave unless the specific nature of the illness or accident does not normally require bed rest.

ISSUE No. 7 -- Effective January 1, 1980, Article X, Section 2 providing for a group comprehensive dental plan shall be terminated, and the Town shall, commencing the same date, contribute \$200 per year for each employee to a Welfare Fund for dental and life insurance.

As to all other changes proposed by the Town or the PBA which have not been resolved as noted in the Introduction above, the Arbitration Panel determines that none of these shall be included in the new Agreement.

The Public Panel Member, the Employer Panel Member, and the Employee Organization Panel Member concur in each and all portions of the above Award, except that the Employer Panel Member dissents from the Award in Issue No. 7, Welfare Plan.

DATED: *December 20, 1979*

Herbert L. Marx, Jr.

HERBERT L. MARX, Jr.,
Public Panel Member and
Chairman

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

On this *20th* day of December, 1979, before me personally came and appeared Herbert L. Marx, Jr., 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.

DOROTHY S. MARX
Notary Public, State of New York
No. 31-4611634
Qualified in New York County
Commission Expires March 30, 1981

Bonnie Brook

BONNIE BROOK
Employer Panel Member

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

On this *19th* day of December, 1979, before me personally came and appeared Bonnie Brook, 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.

Dorothy S. Marx
Notary Public, State of New York
No. 31-4611634
Qualified in New York County
Term Expires March 30, 1981

John P. Henry

JOHN P. HENRY
Employee Organization
Panel Member

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

On this ^{19th} day of December, 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.

John P. Henry
BY *John P. Henry*
NOTARY PUBLIC
STATE OF NEW YORK
Qual. Exp. March 30, 1980

