

STATE PUBLIC EMPLOY
RELATIONS BOARD
RECEIVED
MAR 10 1980

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

CONCILIATION

In the Matter of the Arbitration Between

TOWN/VILLAGE OF HARRISON,

Public Employer,

-and-

HARRISON POLICE BENEVOLENT ASSOCIATION,

Employee Organization.

AWARD
OF
PUBLIC
ARBITRATION
PANEL

Case No. IA-112

Before the Public Arbitration Panel

STEVEN J. GOLDSMITH, Chairman
JOHN P. HENRY, PBA, Member
BONNIE BROOK, Town Member

Appearances

For the Town

BROWN & HALL, Esqs.
By GORDON R. BROWN, Esq.
CHARLES A. DE MICIO

For the PBA

HARTMAN & LERNER, Esqs.
By DAVID SCHLACHTER, Esq.
JOHN P. HENRY, 1st Vice Pres., Tri-County Fed. of Police, Inc.
RICHARD DIBICCARI, Association President
ERNEST COLANERI, Negotiator
DOMINICK PASCALE, Negotiator
DENNIS O'ROURKE, Negotiator
LAURENCE PIAZZI, Negotiator

PRELIMINARY STATEMENT

Upon a continuing impasse in the collective negotiations between the above parties, and pursuant to Civil Service Law, Section 209.4, Harold Newman, Chairman of the New York State Public Employment Relations Board designated the above named members as a Public Arbitration Panel "for the purpose of making a just and reasonable determination of this dispute."

The Panel was charged by Section 209.4, in arriving at its determination, to consider, in addition to any other relevant factors, the following:

- 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.

Pursuant to its designation, the Panel conducted arbitration hearings on October 9, 1979 and November 5, 1979. Both the Employer and the Employee organizations appeared by counsel, and were afforded full opportunity to present testimony, other evidence and arguments in support of their respective positions. The record herein consists of the testimony, numerous exhibits and post-hearing briefs which were served and filed on or about November 14, 1979.

Thereafter, on January 2, 1980, the panel met in an executive session and deliberated upon the items of impasse presented to it. The results of this deliberation are contained in this award.

The Panel is unanimous in its support of the items of award, except that the Association member dissents on the question of night differential. The Chairman notes that both the advocates and the partisan Panel members conducted the hearings and executive session with the highest professionalism and in a spirit of cooperation.

The negotiating unit includes all policemen employed by the Town, and is constituted of approximately 46 patrolmen, 9 sergeants, 6 detectives and 4 lieutenants.

The Town/Village of Harrison is one of three municipalities in Westchester County which are coterminous towns and villages, and has a population of about 21,000.

The collective negotiating agreement between the parties expired on December 31, 1978.

The following items of impasse were presented to the Panel for determination:

- A. Term of Contract
- B. Salary
- C. Longevity
- D. Dental Plan
- E. President's Tour of Duty
- F. Overtime
- G. Call-in Pay
- H. Holidays
- I. Sick Leave
- J. Vacation
- K. Night Differential
- L. Life Insurance
- M. Rank Differential
- N. Continuing Education Program
- O. Uniforms
- P. Terminal Leave
- Q. Reciprocal Rights
- R. Disputes and Grievances
- S. Management Rights

OPINION AND AWARD

A. Term of Contract

We AWARD a two year agreement, to commence on January 1, 1979 and to expire on December 31, 1980.

B. Salaries

Present Provisions

The expired agreement provides for the following salaries for unit members:

Patrolman Grade 1		\$ 18,707.00
Detective Patrolman	+4%	19,455.28
Sergeant	+8%	20,203.56
Lieutenant	+21%	22,635.47
Detective Lieutenant	+23%	23,009.61

Arguments of the Parties

The Union requested and argued for an across the board increase for 1979 of 8% plus an additional increase for 1980 of 8% together with a cost-of-living adjustment.

Edward J. Fennell, a municipal finance consultant was called as a witness by the PBA. Fennell testified that, given inflation, in order to retain a "standard of living" just equal to that enjoyed in 1978, the salary of a first grade patrolman as of January 1, 1980, would have to be \$22,336. The increases requested by the Union would bring salaries to only \$20,204 effective January 1, 1979 and to only \$21,820 effective January 1, 1980.

Fennell testified that since 1972, the Harrison police have received no more than an 11% salary increase, if real (inflation adjusted) income is considered.

Extensive evidence was presented on the question of "comparability" of

salaries and salary increases. The evidence showed that in surrounding towns salaries were raised, in 1979, by amounts ranging from 6% to 7.3% over 1978. This evidence also showed that Harrison police earned salaries at least in the upper quarter of those of surrounding municipalities.

Additional testimony was presented by Union witnesses to show that:

(a) There is an increase in the Town's assessed valuation from 1978 to 1979 of approximately 3.5 million dollars. A multiplication of this figure by \$48.393 (tax rate per thousand assessed valuation) yields more than \$169,000. The entire Association package could, therefore, "be accepted by the arbitration panel without requiring any increase in the total taxes to be paid."

(b) The Town's real estate taxes are low. Of 45 taxing jurisdictions in Westchester County, only 3 have a lower full value tax when compared on the highest range. When comparison is made on the low range, only 14 have lower overall taxes. Thus, "the amount (of tax) paid by the residents of the Town/Village of Harrison," (as a percentage of the actual value of their real property), is among the lowest.

(c) An examination of the Town's outstanding debt in the framework of its statutory debt and taxing limits shows that this Employer enjoys a wide margin, permitting any additional financing of contract improvements, if necessary, by further tax levies.

(d) The Town has "a history of balanced budgets and surplus operations." It presently has "an unappropriated surplus balance of \$173,457.34" and a contingency fund of \$99,000.00. Through "conservative budgeting," the Town can, as in the past, fund the Association's proposals.

The Town, in turn, offered and argued in favor of a 5.5% salary increase effective January 1, 1979 plus an additional 6% increase effective January 1, 1980. These increases would bring the salary of a first grade patrolman to \$19,736 effective January 1, 1979 and to \$20,920 as of January 1, 1980. These increases, says the Town, "constitute a fair and equitable proposal," since they would result

in a salary higher than that for a first grade patrolman so far negotiated for 1979 in Westchester, except for the Town of Mamaroneck.

A table of comparison of the Town's and the PBA's proposals, which includes, in addition to salaries, other direct negotiating unit costs for personal services was presented by the Town:

	1978	<u>Town Proposal</u>		<u>Police Proposal</u>	
		1979	1980	1979	1980
Salary	\$18,709.	19,738.	20,922.	20,205.	21,821.
Added Direct Costs	9,645. (52%)	10,264.	10,879.	10,506.	11,347.
TOTAL	28,354.	30,002.	31,801.	30,711.	33,168.
Increase over 1978		1,648.	3,447.	2,357.	4,814.
x 68		112,064.	234,396.	160,276.	327,352.
Impact on Tax rate/M		82.4cents	\$1.72	\$1.18	\$2.41

Moreover, the Town asked that salary adjustments for other unionized Town employees be considered. Settlements with the CSEA and the Firefighters were presented:

CSEA	5.5% in 1979
	5.0% in 1980
	5.5% in 1981
I.A.F. (Firefighters)	5.5% in 1979
	6.0% in 1980
	6.5% in 1981

Additional testimony and documentary evidence was presented by the Public Employer in an effort to show that

- A decrease in population in both the County and in the Town/Village of Harrison can be expected.
- Harrison residents have a low median income, and cannot readily afford to fund large salary increases.
- The tax roll in Harrison is now growing at the lowest rate in the last ten years.

- Harrison's taxes have increased from 1970 to 1979 by 35.56% while, during same period its tax base has increased only 41%.

- Harrison police enjoy above median (Town and Village) salaries. Indirect (and other direct) costs to the Town/Village are substantially higher than salaries themselves and, again, lie above median County-wide costs

- Granting of the Association's salary proposal would, in effect, penalize Harrison residents for their past generosity.

Award

The Town does not argue inability to pay; rather, it says that its ability to fund increases over the two year contract term is limited by, among other things, the drastic decrease in growth of the tax base, decreasing population and a steadily increasing tax rate. The second leg of its argument is, essentially, that increases less than those requested by the PBA are required to maintain fairness and equity.

We have carefully considered the positions, testimony and arguments of the parties vis-a-vis the statutory criteria for determinations by the Panel, with particular emphasis on "comparison of the wages and conditions of employment of Harrison employees" with those of "other employees performing similar services," on the "financial ability of the public employer to pay" and on "the interests and welfare of the public."

Based on the relatively favorable salary position of Harrison police, the intervening increases in the cost-of-living, intervening salary increases in comparable communities and the limited ability of the Town to pay, we AWARD that negotiating unit employees receive a 6% salary increase effective January 1, 1979, an additional 3.5% salary increase effective January 1, 1980 and a further 3.5% salary increase effective July 1, 1980.

C. Longevity

Present Provisions

The expired contract provides for longevity increments

after 10 years of service:	\$ 150.00
after 15 years of service:	200.00
after 20 years of service:	250.00

The PBA requested an increase in longevity payments as follows:

after 9 years of service:	\$ 300.00
after 14 years of service:	600.00
after 19 years of service:	900.00

In support of this demand, the Union presented evidence to show that longevity payments in Harrison are substantially less than those in other Towns and Villages in Westchester County. Longevity should be increased, says the PBA, to give an increment to those police officers who have provided devoted and dedicated service for substantial periods of time.

In reply, the Public Employer submitted that "in view of the superior wage situation Harrison has maintained for its police department, an increase in the longevity payments would be inappropriate."

Award

Based upon the salary increase previously awarded, Harrison's relatively low position for longevity benefits in the County and the Town's limited ability to pay, we AWARD that, effective January 1, 1979, longevity payments be increased as follows:

after 10 years of service:	\$ 200.00
after 15 years of service:	250.00
after 20 years of service:	300.00

D. Dental Plan and
L. Life Insurance

Present Provision

The Town presently contributes \$107 per employee per year towards a dental plan, and provides \$10,000 per man of life insurance.

Arguments of the Parties

The PBA seeks to increase the Town's contribution rate to \$ 180 per person per year, so that better dental coverage can be bought. It argues that most of the members of the bargaining unit are in severe economic difficulty due to the declining value of their salaries," and that the members cannot afford to pay for dental costs not covered by the plan.

The Employer is not willing to increase the contribution, but is willing to use it "for an improved plan Tri-County Federation claims it has available."

As for life insurance, the PBA seeks to increase the principal amount from \$ 10,000 to \$ 50,000. It maintains, moreover, that it could administer the life insurance so as to purchase (through the Tri-County Federation of Police, Inc. and a different carrier) substantially more insurance than the Town is buying. It states that where the current premium is \$.73 per \$1,000, Tri-County can buy \$1,000 of coverage for \$.35.

The Town replies that "there is no reason why a municipality should bear any added cost for this type of benefit which is so personal to the man. If the men want to increase the coverage for life insurance, then they should pay for it.

Award

The combined contribution for dental insurance and life insurance currently amounts to \$ 194.60 per year per man.

A review of the plans by the Panel reveals that the Tri-County Federation can indeed purchase superior coverage in both areas for the same premium dollar currently being paid. The Panel finds, moreover, that the increased contribution rates sought by the PBA for dental insurance and life insurance cannot be justified. By raising the contribution rate for both types of coverage by about \$31 per year per man, however, both superior dental and life insurance can be purchased.

Accordingly, it is AWARDED that, effective March 1, 1980, or on the first day of the month first following signature of the new contract, the Employer shall contribute \$225 per officer per year to the Tri-County Federation of Police, Inc. for a welfare fund, to be used primarily for the purchase of life insurance and dental insurance for members of the unit.

E. President's Tour of Duty

Present Provision

The expired contract provided that the President of the Association shall, at his option, be assigned to a steady day time tour of duty.

Arguments of the Parties

At the hearing and in its brief the PBA argued that a further restriction on the President's work time was required, namely, that the President may be required to work only "during the week," i. e. , Mondays through Fridays.

In support, the Association stated that the President, in his role as a Union official, is required to have numerous communications with Town officials and others who are not available on week-ends.

The Employer showed that the current Union President works one week-end day

and with that schedule, that "there was no demonstrated need for granting" the change in tour. It asked that either the current option be dropped or that it be left as is.

Award

We AWARD that there be no change in the current restrictions on the President's tour of duty.

F. Overtime

Present Provisions

Overtime is currently compensable at time and one-half in compensatory time.

The overtime issue was one of the most difficult for the Panel to determine, since, at the time of our executive session, some 12,988 hours of "compensatory time" had accumulated on the men's behalf. Because the Tour is short staffed and because of other scheduling problems, the officers have not been able to draw and use their compensatory time. The accumulation of compensatory time and the manpower shortage are continuing.

Arguments of the Parties

The Association has taken the position that cash overtime, prevalent in surrounding districts, should be an option for the unit members.

The Town opposed cash payment for overtime. It proposed a clause requiring the Town to make "every effort," in the future, to schedule accrued days off as compensatory time off in the year accrued. Its provision would have permitted a carry-over from year to year of no more than 10 days. As for the back-log, the Town proposed to schedule it as time off at the rate of 20% each year until the officer became "current."

Award

Based upon all the facts, including the almost universal practice in Westchester County of giving employees their choice of compensation at time and one-half cash or time and one-half in "comp time" and after lengthy and careful deliberation by the Panel, we AWARD as follows:

1. Effective July 1, 1980, overtime worked thereafter shall be compensable at time and one-half (1 1/2) in cash or at time and one-half (1 1/2) in compensatory time, at the employee's option. Reasonable notice of election as to cash or time shall be given.
2. In no event shall any employee accumulate more than 40 additional hours of overtime per year after July 1, 1980.
3. The employees may apply for and the Town shall grant overtime in cash or in compensatory time (at the employee's option), for up to 20% of past accrued time each year until the past accrued time for each employee has been taken or paid off. *
4. Officers retiring after July 1, 1980 shall receive a payout of past accrued time at a rate no greater than that earned by them on July 1, 1980. Past accrued time shall exclude up to 40 hours of overtime per year earned after July 1, 1980.

G. Call-in Pay

Present Provisions

None.

Arguments of the Parties

The Union requests that a minimum of 6 hours at time and one-half shall be payable for any call-in. It argues that

The Town/Village has control over when a police officer is to be called in. If he is going to be called in on his day off, he should be compensated fully. He should not be in a position of being called in for a very short period of time. If he is going to have to give up his day, then he should be compensated as if he worked for that day.

* Payment each year shall be at the employee's then current rate of pay.

When an officer is called in, he has no way of knowing whether he will be called in for a long period of time or a short period, and he is forced to cancel whatever plans he has. Moreover, the actual coming into work on his day off, be it for Court or other duties, is a tremendous imposition and it should be fully compensated.

The Town opposes the Union's requested call-in provision.

Award

Upon a review of all the facts, including an examination of call-in provisions in comparable police departments, we AWARD that any employee called in (called back) for duty after his normal tour, shall receive a minimum of three hours pay for such call-in. For time actually worked on such call-in, he shall be compensated at time and one-half; time for which the employee is not required to work on such call-in shall be compensable at straight time.

H. Holidays

Present Provision

There are 13 paid holidays. These are presently compensable in "comp time" only.

Arguments of the Parties

The Union seeks cash or compensatory time payment for 14 holidays whether worked or not, at the officer's option. The PBA also asks that

employees who are scheduled for duty on Christmas, New Years, Easter, and/or Thanksgiving shall, in addition to holiday pay, be entitled to additional time and one-half payment for all hours worked on said holidays. Employees who work overtime on said holidays shall be entitled to, in addition to holiday pay, additional pay at the rate of two times their normal rate of pay.

The Town opposes the Union's requests.

Award

The Panel AWARDS that henceforth 6 of the holidays, whether worked or not, shall be compensable in cash and the remaining 7 in "comp time." The reason for this award, to the extent that cash compensation is awarded, is that the accrual of additional compensatory time would further aggravate the problems described under "F" (overtime) above.

I. Sick Leave

Present Provisions

PBA constituents currently enjoy "unlimited" sick leave.

The Employer seeks to substitute 12 days of sick leave per year (with accumulation of up to 120 days) for the present sick leave policy in order to "put a damper" on what it views as an abuse of sick time. Also, says the Town, its scheme would "help the accumulated compensatory time off problem by having fewer men off at any one time and thus permitting men to have their compensatory time off without calling other men in to cover on overtime."

The PBA opposes any change in the present sick leave plan.

Award

The Panel finds that employee abuse of time and leave provisions should, if it exists, be dealt with through appropriate warnings and, if necessary, through progressive discipline.

There is no evidence to substantiate the Town's argument that the sick leave allowance, as presently applied, by itself causes or permits abuse. The Panel believes that the alleged abuse of sick leave could, indeed, continue even if the

Town's restricted sick leave plan were adopted.

It is, therefore, AWARDED that there be no change in the present sick leave plan.

J. Vacation

Present Provision

Vacations. Every member of the Association shall receive each year the following schedule of vacations days with full pay:

During the First Year of Employment	Ten (10) Working Days
During the Second Year of Employment	Fifteen (15) Working Days
During the Third Year of Employment	Twenty (20) Working Days
Commencing with the Fourth Year of Employment	Twenty-five (25) Working Days

Actual Working days only shall count as part of the allowed vacation and regular days off and holidays falling during the vacation period shall not be counted. Members of the Association are entitled to actual vacations and no member of the Association shall be required to accept money instead of his vacation. Choice of vacation periods shall be according to seniority, so far as compatible with the proper operation of the Police Department.

Arguments of the Parties

The Town has proposed contract language "intended to correct a situation where an officer can claim what amounts to a windfall," namely a full 25 days of vacation for a retiring officer, regardless of the amount of time worked during the year preceding retirement.

The PBA opposes the contract change since, it says, "no justification is presented for eliminating a benefit which is presently in force."

Award

The following language was proposed by the Town:

Vacations in the year of retirement shall be counted only on a pro-rata basis for the time actually worked. Beginning with the fifth year, it shall be accrued on the basis of two days for each month worked plus the bonus of the extra day."

The Union is correct that only minimal discussion of this item was had in hearings. But, nonetheless, the issue was clearly drawn by the parties.

Upon the entire record, and with due regard to the statutory criteria it is AWARDED that the Town's proposal be adopted, effective December 31, 1980. The contract should reflect, however, that an officer taking earned vacation (or other paid leave) in the final year, shall accrue an additional vacation day (or days) while so on vacation, (or leave).

K. Night Differential

Present Provision

None.

Arguments of the Parties

The Union asks that "employees (shall) receive an additional 5% for working between the hours of 4 P. M. and 12 midnight and 10% for overtime between the hours of 12 midnight and 8 A. M."

Award

Based on the entire record, and particularly on a comparison with conditions of employment in other municipalities and on the nature of police work, it is AWARDED that there shall be no provision for night differential in the new agreement.

M. Rank Differential

Present Provision

The expired contract provides for these differentials between, in each case, the pay for patrolman grade 1 and the named special assignments and ranks:

Detective Ptl.	-	4 %
Sergeant	-	8 %
Lieutenant	-	21 %
Detective Lieut.	-	25 %

Arguments of the Parties

The PBA proposes a 10% differential for detectives, a 15% differential for sergeants and a 30% differential for lieutenants because the "existing rank differential is low and inappropriate."

The Town opposes any increase.

Award

The differentials paid in Harrison are substantially below those paid elsewhere in the County. Based on this comparison and considering the balance of the awarded terms, we AWARD that, effective January 1, 1980 rank differentials shall be as follows:

Detective Ptl.	-	6 %
Sergeant	-	10 %
Lieutenant	-	23 %
Detective Lieut.	-	25 %

N. Continuing Education Program

Present Provision

The Association and the Town recognize that the furtherance of police service to the public is enhanced by the training and education of Policemen, and to that end the following policy

for paying certain costs relating to such education and training are agreed upon:

1. All Police officers are eligible to apply for this benefit and will be encouraged by this Association to do so.
2. All police officers shall be permitted to enroll in approved courses in police science and in regular recognized police education courses. Notice of such enrollment with the name and number of courses, and the school enrolled at, shall be filed with the Police Chief subject to prior Town Board Approval which approval shall not be unreasonably denied.
3. The Town obligations under this section shall be as follows:
 - A. Employees duly enrolled in said courses in police science and education shall attend such course and perform all study work relating thereto in off-duty time.
 - B. The Town shall pay the tuition costs of the police science and education courses on behalf of each student as required by the Institution.
 - C. The Town shall pay for all required instructional materials title of which shall vest in the Town of Harrison for the Town of Harrison Police Library use, provided however, that the Police Chief may loan the required course materials owned by the Town to duly enrolled Officers, in lieu of purchasing new materials. All benefits enumerated heretofore shall be paid subject to the successful completion of said course. (Defined as a passing grade).

Arguments of the Parties

The Town seeks to eliminate the continuing education provision, or at least, "that each officer be required to apply for "LEAP"* funds before getting any monies" from the Town.

The PBA opposes any change in the present provision.

* Law Enforcement Assistance Program

Award

Based on a review of the record, it is AWARDED that there be no change in the education provision, except that employees shall be required to apply for "LEAP" funds as a condition of receiving town funds, and the Town's payment shall be reduced by any "LEAP" funds received.

O. Uniforms

Present Provision

The Town will supply all patches to members of the Association for their uniforms at no cost to the employee covered by this contract.

When any new item of clothing is issued, the employee will surrender the clothing being replaced for the purpose of establishing a need for replacement and the Town shall replace the equipment at no cost or expense to the Association.

Clothing Allowance: Members of the Association regularly employed in plain clothes duty during the year shall be paid \$200.00 per annum as a clothing allowance.

Cleaning Allowance: The municipality agrees at their expense that, commencing June 1, 1977, there will be a schedule for dry cleaning as follows:

Trousers - once a week

Jackets - every other week during an approximate four month period

Coats - every other week during an approximate six month period

Arguments of the Parties

The PBA maintains that the present system is not working well:

"the uniformed officers are not being provided with uniforms when they are needed. An increase in the amount paid to detectives for uniform allowance should be in-

creased in order to keep up with the increased cost of living and with surrounding communities."

The Town's position is to leave things as-is:

With the exception of this past year, the uniform purchasing process has worked well. The Town/Village is aware of the fact that summer uniforms did arrive very late this year. This is an administrative problem which management can and will correct. However, it is no reason for discarding the present system which has provided each man with what he needs rather than giving a lump sum which may or may not meet the needs of each individual. Also, a lump sum payment creates the opportunity for a man to spend the money on something else and continue to wear a worn-out piece of clothing which would have been replaced under the present system, but would continue to be worn due to lack of money under the proposed system.

Award

Based on the entire record, we AWARD that there be no change in the uniform provision.

P. Terminal Leave

Present Provision

None.

Arguments of the Parties

The Union demands terminal leave payable at the rate of 5 days for each year of service, payable in "comp" time or cash at the employee's option.

The Town opposes terminal leave, citing the "generous" provisions of the Retirement System and the Town's choice of the highest retirement option.

Award

Based on the entire record, we AWARD that the PBA's request for terminal leave be denied.

Q. Reciprocal Rights

Present Provision

Employees who are designated to represent the police officers may attend statewide conventions and meetings of the Police Conference of New York, Inc., pursuant to their obligation as officers or delegates of the bargaining unit herein, shall be permitted a reasonable amount of time free from their regular duties.

Arguments of the Parties

The Town proposes to modify the above section by adding to it that

Delegates to the Conference shall be limited to two police officers, and/or a total of 12 working days time.

It also asks that a new section be added as follows:

The Police officers are fully expected to abide by the Rules and Regulations of the Police Department as adopted by the Police Commissioners.

The Association responds that there is no necessity or justification for these changes.

Award

Based on the entire record, we AWARD that there be no change in the reciprocal rights provisions.

R. Disputes and Grievances

Present Provisions

The parties have agreed, in the expired contract, to grievance and arbitration of all disputes "concerning the interpretation or application" of the contract or of "rights claimed to exist thereunder."

Arguments of the Parties

The Town asks that grievances be presented, at the first instance to the Chief of Police and that these should be in writing.

The parties have agreed that the time after which grievances are "deemed abandoned" shall be increased from 5 to 10 days, and that their agreement to share equally the cost of arbitration should be put in the contract.

Award

It is AWARDED that the above changes or additions shall be placed in the new agreement.

S. Management Rights

Present Provisions

None.

Arguments of the Parties

The Town asks that the following management rights clause be added to the contract.

Except as specifically limited by this Agreement, the elected body of government retains all rights mandated and the right of directing the employees, including but not limited to the services to be rendered, the location of physical facilities, the scheduling and standards of performance, the scheduling and hours of shifts, the means, methods and technology of rendering service, the right to hire, promote, demote and transfer employees, to establish rules for conduct, to discharge or discipline for just cause and to maintain the efficiency of the employees. These are the sole and exclusive responsibilities of the elected government involved.

The PBA opposes any management rights provisions.

Award

It is AWARDED that the new contract contain a management rights clause, which, except as limited by that contract, but without other restriction, reserves to the Town the following rights:

1. To manage, direct and control the police department and the activities of its employees and to manage, direct and control its properties, facilities and equipment in economical and efficient fashion.
2. Subject to provisions of law, to hire, promote, transfer or lay off employees, and to determine qualifications and conditions for their continued employment or assignment.
3. Subject to provisions of law, to establish rules of conduct for its employees and to discharge or discipline employees for just cause.

CONCLUSION

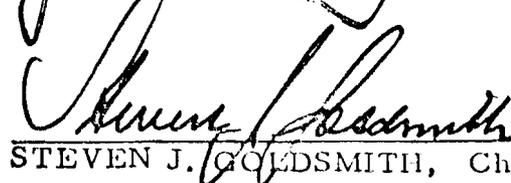
Except as changed or modified by this award, the terms and conditions of the expired contract shall continue in force and effect over the term of the new agreement.

The Panel was unanimous in all determinations in this award, except that the PBA member dissents from determination "K", (night shift differential).

Dated: January 23, 1980


BONNIE BROOK, Town Member


JOHN P. HENRY, PBA Member


STEVEN J. GOLDSMITH, Chairman

STATE OF MASSACHUSETTS)
COUNTY OF) ss:

On this 31st day of January, 1980 before me personally appeared Bonnie Brook, to me known and known to me to be the individual described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

*My Comm. expires
Sept 22, 1983*

Phyllis K. Lagan

Notary Public

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

On this 19th day of FEBRUARY, 1980 before me personally 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 duly acknowledged to me that he executed the same.

Robert Martin Pinsky

Notary Public

My Comm. expires March 30, 1980

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

On this 23rd day of January, 1980 before me personally appeared Steven J. Goldsmith, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Judith Goldsmith

Notary Public

JUDITH GOLDSMITH
Notary Public, State of New York
No. 4673295
Resides in Westchester County
Term Expires March 30, 1980