

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

OCT 18 1979

CONCILIATION

In the Matter of Arbitration Between
TOWN of MAMARONECK
and
TOWN of MAMARONECK
P.B.A., Inc.

ARBITRATORS' FINDINGS
and
AWARD

Case NO. IA-127;M79-270

APPEARANCES

For the Town of Mamaroneck:

Joseph F. Vandernoot Supervisor

For the P.B.A.:

Arthur Le Vines President
Vincent Garrison P.B.A. Representative
William Degenhardt " "
Robert Reynolds " "
John J. McGoey Attorney

Before:

John I. Bosco, Esq. Town Designee
John P. Henry Police Designee
I. Leonard Seiler, Esq. Impartial Chairman

On August 7, 1979, the New York State Public Employment Relations Board having determined that a dispute continued to exist in negotiations between the Town of Mamaroneck (hereinafter referred to as the "Town") and the Town of Mamaroneck P.B.A. Inc. (hereinafter referred to as the "PBA") designated the undersigned Public Arbitration Panel (hereinafter referred to as the "Panel") pursuant to Section 209.4 of the New York Civil Service Law for the purpose of making a just and reasonable determination of this dispute. The panel then proceeded under the applicable statutes, rules and regulations to inquire into the causes and circumstances of this continued dispute and at the conclusion of its inquiry made a final determination on each issue that remained at impasse and issued the Award which follows.

A hearing was held on August 17, 1979, in the Mamaroneck Town Hall, at which time the parties waived their right to have

a complete record made of the hearings, were given ample opportunity to present oral and written statements of fact, supporting witnesses, and other evidence and were provided with the opportunity to argue their respective positions regarding this dispute.

The parties mutually agreed on August 17th, to meet as soon as possible with the Chief of Police to see whether they could resolve some of the items in dispute. A joint written statement of the results of this meeting was then presented to the Arbitration Panel Members on August 28, 1979.

The Panel met in Executive Session on August 28, 1979. After due and deliberate consideration of all the evidence, facts, exhibits and documents presented and in accordance with the applicable criteria related to compulsory interest arbitration arrived at the Award which follows. The Panel was mindful at all times of the statutory requirements of Section 209.4 of the New York Civil Service Law which are as follows:

- 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.

IN GENERAL:

1. The dispute involves the continued impasse between the Town and the PBA over a reopener in the second year of a two year contract concerning all contract benefits except basic salary. The new contract benefits to be effective as of January 1, 1979.

2. The Hon. Frank G. McGowan, P E.R.B. appointed mediator, was unable to resolve the parties' impasse through mediation.

3. The "position" of the parties and the Panel's discussion" are only a summary and are not intended to be all inclusive.

4. The parties at the arbitration hearing submitted the following impasse items for determination by the Panel.

- A. Minimum Work Force
- B. Work Schedule
- C. Night Shift Differentials
- D. Over-time
- E. Muster Pay
- F. Two Man Patrols
- G. Longevity
- H. Holidays
- I. Clothing Allowance for Shoes and Plainclothes Duty
- J. Promotions
- K. Death in Family
- L. Professional Development
- M. In-service Training Program
- N. Town Athletic Facilities Available at No Cost To PBA Members
- O. Town Check-off Approved Insurance Premiums

Each of these items was considered separately and the Panel's determination was as indicated.

Hearings, analysis of the testimony, evidence, research and study of the issues in dispute have now been concluded and the Panel after due deliberation, consideration and evaluation makes its Findings and Award in the matters in dispute, which were the only issues submitted to the Panel.

STIPULATIONS BY THE PARTIES:

1. The Town had the "ability to pay" the PBA demands if it chose to borrow but, the taxpayers were not willing to pay more than the budget provided for they felt their taxes were high enough.

A. Minimum Work Force

Position of the Parties:

P.B.A. demanded that "the work force of the Police Department of the Town of Mamaroneck shall contain a minimum of forty-five (45) men at all times and no vacancy shall exist for a period in excess of thirty (30) days.

Town's response was that it was "not negotiable."

Discussion and Determination:

P.E.R.B. has held that minimum work force is a non-mandatory

subject of negotiations and, therefore, the Panel will not rule on this issue. In effect, denying the P.B.A. demand.

B. Work Schedule

Position of the Parties:

The P.B.A. sought to change the present work schedule of a five (5) day work week with a seventy two (72) hour swing to a four (4) day work week with a seventy-two (72) hour swing which it says the City of Yonkers and New Rochelle police officers have. It argued that if the proposed change were implemented it would permit the Town to provide the in-service training program P.B.A. was proposing (see item M) without having to grant compensatory time-off for the police officers were willing to give back eight (8) days of the seventeen (17) days they would gain from the schedule change for the in service training program.

Town acknowledged it would be nice to have the in-service program without additional cost but could not understand how it could have the same police coverage when each man was working less days per year i.e. 231 days instead of 248 days. Thus, it denied the P.B.A. request.

Discussion and Determination:

Insufficient supportive information was presented to the Panel as to how and at what cost the seventeen (17) days each man would gain per year would be made up to provide the Town with the same coverage as at present. Therefore, the Panel is not in a position to make a definitive determination on such an important issue.

Additionally, since this can not be made retroactive and the Parties will shortly begin to negotiate their next contract, the Panel is remanding this issue to the Parties for further discussion and exploration.

C. Night Shift Differential

Position of the Parties:

P.B.A. requested "A 15% additional hourly compensation shall be paid to all who work between the hours of 12:00 P.M. and 8:00 A.M. and 10% additional hourly compensation between the hours of 4:00 P.M. to 12:00 P.M.," because these tours involve greater risk and disrupt home life.

10)

Town's rejoinder was that those joining the police force know that they will have to work these shifts and are compensated for it in their salaries. Town felt it was merely a request for salary increase in another form.

Discussion:

Being on duty from 4P.M. to 8A.M. is to be expected in police work as public safety is a twenty-four hour, around-the-clock operation and this is known to the men when they join the police department. Additional pay for working these hours is not a benefit usually found in Westchester County police contracts.

Determination:

P.B.A. request be rejected.

D. Over-time.

Position of the Parties:

The P.B.A. in conjunction with its request for a changed work schedule seeks to have overtime paid for duty "in excess of thirty-two (32) hours in four (4) day work period" instead of present "in excess of forty (40) hours in any five (5) day work week."

Town since it denied requested work schedule change also denied overtime change.

Discussion and Determination:

Since this issue is dependent on a change in the present work schedule and the Panel has chosen to remand this to the parties, the Panel has no choice but to also deny this issue.

E. Muster Pay

Position of the Parties:

P.B.A. asked that "all sergeants shall receive one-half ($\frac{1}{2}$) hour muster pay for each work day and each patrolman shall receive fifteen (15) minutes muster pay each work day." Since they are required by the Town to report prior to scheduled shift for shape-up, they should be compensated for this extra duty time.

Town answered that they have always been required to muster prior to shift and it was considered to be part of their job. Again it is just a request for more money.

Discussion:

Other requested improvements have priority claim on what-

ever funds are available and additionally, muster pay is not normally granted by other Westchester Communities.

Determination:

P.B.A. request be rejected.

F. Two Man Patrols

Position of the Parties:

P.B.A. demanded that "two man patrols be provided for each vehicle during the hours 4:00 P.M. to 8:00 P.M. and a minimum of four (4) patrolmen shall be assigned to road patrol on each tour." In support of this demand, P.B.A. noted that these are "busy and hazardous tours and safety requires a minimum of four... If you have two men you don't have to wait for a back-up."

Town denied request.

Discussion and Determination:

P.E.R.B. has held that the demand for two man patrols is a non-mandatory subject of negotiations and ,therefore, the Panel will not rule on the issue. In effect, denying the P.B.A. demand.

G. Longevity

Position of the Parties:

P.B.A. requested that present longevity be improved as follows:

<u>Present</u>	<u>Requested</u>
Upon completion of:	Beginning with:
10 yrs. \$100.00 annually	4th yr. \$500.00
15 yrs. \$150.00	8th yr. \$1,200.00
19 yrs. \$200.00	12th yr. \$1,700.00
25 yrs. \$250.00	16th yr. \$2,200.00
30 yrs. \$300.00	20th yr. \$2,700.00

P.B.A. submitted exhibit 2 which it said showed that Town of Mamaroneck longevity schedule was one of the lowest in Westchester County and needed to be improved. It claimed the county-wide average was as follows:

- 5 yrs. \$155
- 10 yrs. 310
- 15 yrs. 510
- 20 yrs. 605

Town's rejoinder was that again it was a request for money from a budget which doesn't have it. "Longevity after five (5) years is ludicrous." Town did "admit that its longevity schedule was low" when compared to other Westchester municipalities' "but

you have to look at the total package for an intelligent decision: requires looking at total compensation."

Discussion:

Longevity is generally granted to encourage police officers to remain on the force since the exercise of prudence and police science deepens with experience.

An examination of P.B.A. exhibits 1 and 2 indicates that in comparison to other Westchester Municipalities the longevity schedule for Town of Mamaroneck police officers is low. However, since the wage schedule provides for automatic increases for up to the fifth year patrolmen there is no justification for longevity at the beginning of the 4th year as requested by the P.B.A.

Determination:

The following longevity schedule be implemented:

Upon completion of seven (7) years of service \$125 annually

Upon completion of eleven (11) yrs. of service 250 annually

Upon completion of fifteen (15) yrs. of service 375 annually

Upon completion of nineteen (19) yrs. of service 500 annually

The foregoing longevity payments shall be non-cumulative.

H.. Holidays

Position of the Parties:

P.B.A. sought to increase their present twelve (12) paid holidays to fifteen (15) by adding Yom Kippur, Good Friday and Martin Luther King's Birthday. P.B.A. also asked "In addition to the foregoing, any holiday or day of mourning granted by the President, Governor, County Executive or Town Supervisor, or at any time the town offices are closed, or other holidays are granted other employees, those days will be considered a paid holiday. All employees, if required to work on any holiday, will receive an additional day's pay."

Town replied, "If progression continues of additional holidays and more vacation no one will work. Present holiday schedule is adequate and no other town employees enjoy more holidays than do the police.

Discussion:

The present 12 paid holidays compares favorably with the number granted by other Westchester communities. P.B.A. exhibit 4 shows that 20 out of 39 Westchester Communities grant 11 or

less holidays, 14 out of 39 grant 12 holidays the same as the Town of Mamaroneck. Thus, 12 paid holidays is "just and reasonable." Additionally, no other Town employees receive more holidays than the police.

P.B.A.'s present contract provides that "on any day declared a holiday by the Town, a member scheduled for duty during that twenty-four (24) hour period shall be granted at least eight (8) hours compensatory time; or monetary payment." Thus, there is no need to change present holiday contract provision.

Determination:

P.B.A. demand be denied.

I. Clothing Allowance For Shoes and Plainclothes Duty

Position of the Parties:

P.B.A. sought an increase in annual shoe allowance from present \$50.00 to \$65.00 and in annual clothing allowance for plainclothes duty from \$300.00 to \$500.00 because of the steady increase in the cost of clothing. It's exhibit #6, a bill from Plaza Bootery in Larchmont showed that a pair of leather shoes purchased by a Mamaroneck police officer cost \$68 plus \$3.40 for sales tax. The P.B.A. noted that the Town does not provide free cleaning service for the plainclothes officers and the cost of cleaning has also increased. Thus, the plainclothes officers need an increase in their clothing allowance.

Town admitted that its police officers are the best dressed and appearing in the area but it felt that the present clothing allowance was adequate.

Discussion:

It is evident that shoe and clothing replacement as well as the cleaning of clothes like almost everything else, has risen in cost the past two years. Therefore, some upward adjustment in shoe allowance and the clothing allowance for plainclothes officers is warranted.

Determination:

Annual shoe allowance be increased to \$60 and annual clothing allowance for plainclothes duty be increased to \$360.

J. Promotions

Position of the Parties:

P.B.A. demanded that "All promotions are to be filled within thirty (30) days after vacancy." It claimed that presently some men were "functioning at higher levels without the necessary training and experience."

Town replied that promotions were management's responsibility.

Discussion and Determination:

P.E.R.B. has held that time for making promotions is a non-mandatory subject of negotiations and, therefore, the Panel will not rule on this issue. In effect, denying the P.B.A. demand.

K. Death in Family

Position of the Parties:

P.B.A. requested that "death in family benefit shall be increased to allow five (5) consecutive days for family member and in-laws." It argued that the present provision of four (4) consecutive days for family member and two (2) consecutive days for in-laws was insufficient. This was particularly so in the case of in-laws for the police officers felt they grieve the same for in-laws as for immediate family and if police officer's wife is the only existing child it takes more than two (2) days to take care of problems especially since wife is already under strain because of her husband's job."

Town's rejoinder was that contract already provided for Emergency and/or Personal Days at the discretion of the Police Chief for justifiable reasons and five (5) days wasn't justified.

Discussion:

No need was demonstrated for increasing the present provision from four (4) to five (5) days. However, the request for recognition that the need for increasing time off for other than the immediate family is reasonable if that person is living with the police officer for that person's death is very disruptive of the home. Also, since the usual "wake period" is three (3) days, two (2) consecutive days is insufficient if the police officer is to be present with his wife when mourners pay their last respects.

Determination:

To the present provision granting four (4) consecutive days for family members add "or for any other family members living within the household."

Increase present in-law provision from two (2) consecutive days to three (3) consecutive days.

To the provision add the following clause: "Additional days may be granted by the Police Chief or his designee, in certain instances if he deems it necessary."

L. Professional Development

Position of the Parties:

P.B.A. asked that present additional compensation of five (\$5.00) dollars per college credit to an accumulated maximum of sixty-six (66) credits per police officer be increased to ten (\$10.00) dollars per credit without maximum limitation of sixty-six (66) credits. It noted that sixty-six (66) credits was the equivalent of an Associate Degree awarded by a two (2) year Community College and that with today's community and family problems it would be beneficial to the Town and the police officers and crime victims if the police officers undertook the broader educational program offered in a Bachelors Degree in Criminal Justice or Police Science from a regular four (4) year college.

Town said its present budget for professional development was \$7,000. and it had to cap this growing financial item.

Discussion:

The way that police officers do their job affects the lives of virtually everyone they serve. A department staffed by professionally educated policemen should be better able to serve the community. Professional education gives officers the skills necessary to put to full use the modern equipment now available for police work, the knowledge of how to deal with crisis situations and a better understanding of the causes of crimes as well as how to help crime victims. Thus, policemen should be encouraged to continue their education in Police Science or Criminal Justice.

However, the increasing costs of tuition and instructional materials are borne by the Town and this must also be considered.

Determination:

The present limit of sixty-six (66) credits be continued but the additional compensation of five (\$5.00) dollars per credit be increased to six (\$6.00) dollars per credit.

M. In-Service Training Program

Position of the Parties:

P.B.A. suggested that "The Town institute a continuing and comprehensive in-service training program in all areas of police

training and familiarization and shall assume the cost of all police training and specialized police training, including seminars, course, attendance fees, expenses and cost of police training time." It offered to return eight (8) days of the seventeen (17) days police officers would gain if their demand for a four (4) day in place of the present five (5) day workweek is granted for the proposed in-service training program. They said the program could include "first aid training, public relations, updating on pertinent laws, control and use of undue force, riot control, use of dogs, accident control changes, driver safety, small arms training at Camp Smith, etc."

Town said it could understand the value of this training but couldn't afford to grant the reduced work schedule or pay the required overtime for in-service training under the present work schedule.

Discussion and Determination:

Panel found the P.B.A. proposal interesting and appropriate but felt it should be discussed in conjunction with the P.B.A.'s proposed change in work schedule which the Panel remanded to the parties for further discussion.

N. Town Athletic Facilities Available At No Cost to PBA Members

Position of the Parties:

P.B.A. asked that "all athletic facilities of the Town, such as gymnasiums and pools, etc., will be made available to each member at no cost to the member." It said that this is done in other communities and will enable police officers to stay in shape.

Town stated that though it appoints Commissioners to recreation department the commissioners are independent in their actions. It said it would try to "use its influence but would not make a contractual commitment to do anything."

Discussion and Determination:

The Town's recreation Department is an autonomous body not subject to this Panel's jurisdiction. P.B.A. should try to convince the recreational commissioners on its own.

O. Town Check-Off Approved Insurance Premiums

Position of the Parties:

P.B.A. requested that "the town will collect and check off from each member the cost of the various approved insurance

programs." It offered to pay the cost of computer programming and clerk's time to set it up for the men had the opportunity to obtain good life insurance coverage by the Tri-County Federation of Police at attractive rates.

Town refused to contractually commit itself.

Discussion:

Check-offs for various approved programs is not unusual in municipal contracts.

Town did not furnish supportive evidence for refusing this request.

Determination:

The Town should check-off approved insurance premiums with the P.B.A. bearing the cost of computer programming and clerk's time to set it up. Changes in deductions by police officers may only be made annually in January. The Town shall not be responsible for the use or application of said premium deductions and shall be held harmless so long as it acts in good faith.

This concludes the determinations of the Public Arbitration Panel in the impasse between the Town of Mamaroneck and Town of Mamaroneck P.B.A. The foregoing Arbitration Award covers all the impasse items submitted to the Panel for determination.

The Panel deems these determinations the basis for a just and reasonable settlement of the unresolved issues as required of it by law.

In all of the items submitted to the Panel except items "C" (Night Shift Differentials) and "O" (Town Check-off Approved Insurance Premiums) the determinations of the Panel were unanimous. As to the former item the P.B.A. designee dissented and as to the latter the Town designee dissented.

Dated: September 26, 1979

Respectfully submitted,

John I. Bosco

John I. Bosco (I concur except for item "O")

John P. Henry

John P. Henry (I concur except for item "C")

I. Leonard Seiler

I. Leonard Seiler, Chairman

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

On this ^{9th} day of ~~September~~, 1979, before me personally came and appeared John I. Bosco to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged that he executed the same.



CAROLE GAUTIER
Notary Public, State of N.Y.
No. 60-6472825
Qualified in Westchester
Term Expires March 30, 1980

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

On this 10 day of September, 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.



RALPH ANDREW KELLY
Notary Public, State of New York
No. 1983
Qualified in Westchester County
Term Expires March 30, 1981

STATE OF NEW YORK)
COUNTY OF ROCKLAND) ss:

On this ^{15th} day of ^{October} ~~September~~, 1979, before me personally came and appeared I. Leonard Seiler 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.



RUDOLPH NOTLOFF
Notary Public, State of New York
Qualified in Rockland County
No. 44-8162130
Term Expires March 30, 1981



