

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

NO. 100-11177-1 (12-16-86) (480)  
RECEIVED  
SEP 15 1986  
CONCILIATION

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In The Matter of Impasse Between }  
TOWN OF ULSTER }  
and }  
INTERNATIONAL BROTHERHOOD OF }  
TEAMSTERS, CHAUFFEURS, }  
WAREHOUSEMEN AND HELPERS OF }  
AMERICA, LOCAL 445 }  
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ARBITRATION AWARD  
Case No. IA86-5;M85-480

Martin Ellenberg, Esq. - Public Panel Member and Chairman  
Richard Boice - Employer Panel Member  
Joseph Arnita - Employee Organization Panel Member

The New York State Public Employment Relations Board, having been petitioned to appoint a public arbitration panel to resolve the impasse between the parties, duly designated the panel on June 5, 1986 according to the provisions of, and under the authority vested in the Board by, Section 209.4 of the New York Civil Service Law. A hearing was held before the Panel, at the Ulster Town Hall, on July 24, 1986. Each party, through its designated representatives, had ample opportunity to support its position by presentation of argument, testimony, evidence and exhibits, in the presence of and subject to cross-examination and rebuttal by the other party.

Representing the Town were:  
David S. Shaw, Esq.  
Charles G. Rider, Supervisor

Representing Local 445,IBT were:

David Kramer, Esq.  
Michael A. Marco, President  
Duncan Green, Steward  
Robert McCrindle, Steward

The Panel considered the three issues argued before it by the parties at the hearing. The Award of the Panel follows:

Salary Increase

The Employer offered 7% - 5% - 5% for a three year agreement providing the longevity clause was deleted. With the longevity clause unchanged, it offered 6% - 4% - 4%.

The Union's demand, at impasse, was 8% - 8% - 8% with no change in longevity. At the hearing, the Union stated that this demand was revised, for a two year term, to 9% - 9%.

Award and Discussion:

All rates (Article XXII) shall be increased as follows:

Effective January 1, 1986: + 4%

Effective July 1, 1986: Increase (in dollars) equal to that effective January 1, 1986

Effective January 1, 1987: + 5½%

Example: Policeman, Step V

1985-	\$18,000
1/1/86 - 6/30/86	18,720
7/1/86 -12/31/86	19,440
1/1/87 -12/31/87	20,509

No change is recommended in the longevity provisions of the Agreement.

The Panel based its Award primarily on the comparison of Ulster rates to those of surrounding and comparable departments. Despite the moderate increase in the cost of living during the past year, we nevertheless believed that the rates for the Department should be increased by a percentage somewhat above prevailing average percentage increases in order to bring the rates more in line with other departments. The increases during 1986 were phased in order to avoid placing an unreasonable burden on the Town, but rates will be increased during the two year term of Agreement to a level which we believe to be more appropriate.

Attention is directed to Town Exhibit D which shows that for 119 "Upstate" police departments, the 1986 Average Maximum Annual Base Salary is \$21,562. No evidence or argument was presented which should dissuade the Panel from bringing Ulster rates somewhat closer to that level.

Town Exhibit B was submitted to demonstrate that the Town had already expended a substantial amount of money in its compliance with the Union's demand that it provide certain equipment, such as shotguns, automatic weapons, handcuffs, etc. The Panel believes that it should give little weight to this data in its consideration of the compensation issue.

## Compensatory Time

The Employer seeks to delete the provision of the Agreement which, in light of new Federal statues, would require that for each hour of overtime worked, the employer must grant one and one-half hours of compensatory time off if the employee so requests. The Town seeks to continue the contractual requirement that payment for overtime should be at the rate of time-and-one-half. However, if the employee were to request compensatory time off for each sixty minutes of overtime, then, the Town alleges, granting ninety minutes time off would be too disruptive to proper personnel scheduling. Accordingly, the Town wishes to delete the language which gives the employee the option of receiving compensatory time off in lieu of monetary compensation.

The Union wishes this language to remain unchanged.

### Award and Discussion:

The present language of Article XVIII, Paragraph 2 which permits employees who work overtime to elect compensatory time off shall not be deleted, but the following shall be added to the paragraph:

"If the employee requests compensatory time off, the employee shall receive, for each hour of overtime worked, one hour of time off plus one-half hour of pay."

Prior to revision of the Federal regulations, the collective bargaining agreement provided that the employee could elect

one hour of time off as compensation for one hour of overtime. The Panel does not believe that the revisions were intended to reduce or eliminate an employee benefit and the Award maintains this employee option to choose. However the revised regulations do require that the employee receive a 50% premium for such overtime work. This was recognized, also, in the expired agreement which provided for time-and-one-half payment if the employee elected monetary compensation rather than time off. The Award must, and does, provide for this premium payment without requiring employees to surrender a negotiated benefit and without imposing any new costs not already undertaken by the Town in the expired Agreement and mandated by Federal regulations.

Plain Clothes Work Differential

The Town's position, at impasse, was to pay \$30.00 per month for such assignment.

The Union demands:           \$50.00 per month for 1986  
                                      75.00 per month for 1987

**Award and Discussion:**

This is new language in the Agreement and basically represents compensation for assignment to duties which could be defined as those of a detective.

As might be supposed by the Town's offer, additional pay for such classification or assignment is the prevailing practice.

That the Ulster Police Department has such work performed as an assignment within the Policeman classification, rather than by employees in a distinct job title, should not affect the worth of such work.

Accordingly, it is awarded that a payment of \$50.00 per month is deemed to be appropriate from January 1, 1986 through December December 31, 1987.

\* \* \* \*

At the hearing the Parties agreed to a two year term of agreement and no other issues were presented to the Panel. All other issues between the parties in these negotiations shall be deemed to be settled in accordance with the submissions in the Town's Petition for Compulsory Interest Arbitration and the Union's Response.

\* \* \* \*

August 13, 1986

Sworn to before me this  
15<sup>th</sup> day of August, 1986.  
*Gino L. Longo*  
County of Westchester  
484 8390 3/30/87

Respectively submitted,

*Martin Ellenberg*  
Martin Ellenberg, Esq.  
Public Panel Member and Chairman

Sworn to before me this  
22<sup>nd</sup> day of August, 1986.  
*Donald H. Short*

*Richard P. Boice*  
Concurring  
Richard Boice  
Employer Panel Member

DONALD H. SHORT  
NOTARY PUBLIC, State of New York  
County of Westchester  
Expires March 30, 1987

Sworn to before me this  
5<sup>th</sup> day of September, 1986.

*Joseph L. Arnita*  
Concurring  
Joseph L. Arnita  
Employee Organization Panel Member

*Elizabeth J. Deere*

ELIZABETH J. DEERE  
Notary Public, State of New York  
County of Westchester  
8-31-88

EXHIBITS

Joint

- A Collective Bargaining Agreement-Town of Ulster and Local 445, IBT-1/1/83 - 12/31/85
- B Initial Union Proposals for a New Agreement, effective 1/1/86.

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Town

- A Memorandum on Behalf of Employer (by David S. Shaw, Esq.)
- B Letter to Town Supervisor Charles Rider from Chief of Police William A. Slover, 7/21/86.
- C BNA:US Law Week. Fair Labor Standards Amendments of 1985
- D NY State PERB: Preliminary 1986 Wage Settlement Data (Police/Fire)
- E NY State PERB: Final 1985 Wage Settlement Data (Police/Fire)
- F Consumer Price Index, New York-Northeastern New Jersey
- G Compensation Schedules, Town of Saugerties Police 1/1/83 and 1/1/84
- H NY State Department of State Labor Agreements Data, Selected Police Contract Data - Ulster and Adjacent Counties

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Union

- A Miscellaneous Data, Town of Ulster Police Department
- B Miscellaneous Data, City of Kingston Police Department
- C Miscellaneous Data, Town of Poughkeepsie Police Department
- D Miscellaneous Data, Town of New Paltz Police Department
- E Miscellaneous Data, Town of Newburgh Police Department
- F Police Report, 1984, Town of Ulster
- G Police Report, 1985, Town of Ulster
- H Police Report, January through June 1986, Town of Ulster

- I NY State Division of Criminal Justice Services, Uniform  
Crime Reporting, Ulster County, January through April 1986
- J Collective Bargaining Agreement - Town of Poughkeepsie and  
Poughkeepsie Patrolmen's Benevolent Association - 1/1/85-12/31/86.

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