

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED
AUG 17 1987
CONCILIATION

NEW YORK STATE PUBLIC EMPLOYMENT
RELATIONS BOARD

Case No. IA-86-21; M-86-149

In the Matter of the Statutory Arbitration *
Between

TOWN/VILLAGE OF HARRISON

* AWARD OF PUBLIC

and

* ARBITRATION PANEL

POLICE ASSOCIATION OF THE TOWN/VILLAGE
OF HARRISON

The Arbitration Panel

- Nathan Cohen, Chairman and Public Member
- Pat V. Angarano, designated by Town/Village
- Richard Carpino, designated by Police Association

The undersigned arbitrators, having been designated in accordance with Section 209.4 of Article 14, New York State Civil Service Law and having considered the allegations and proofs of the parties hereby make the following

A W A R D

The most recent collective negotiations agreement which expired on December 31, 1985 is renewed and extended for an additional two years to December 31, 1987 with the following modifications:

1. Effective January 1, 1986 the 1985 base salary of police officers shall be increased by 8%. Effective January 1, 1987 the 1986 base salaries shall be increased by 6%.
2. The 13% salary differential previously paid to sergeants shall be increased to 13½% retroactive to January 1, 1986 and to 14% retroactive to January 1, 1987.
3. The 26% salary differential paid to Lieutenants shall be increased to 27% retroactive to January 1, 1986 and to 28% retroactive to January 1, 1987.

4. Detectives shall be paid an annual clothing and cleaning allowance of \$500.00 retroactive to January 1, 1986 and \$575.00 retroactive to January 1, 1987.

5. The 20th year longevity salary step increase is eliminated. A new 5th year longevity salary step increase is established effective January 1, 1987. The longevity salary schedule shall be

	<u>Effective 1/1/86</u>	<u>Effective 1/1/87</u>
5th year	0	\$300.00
10th year	\$525.00	\$575.00
15th year	\$575.00	\$625.00

6. Effective January 1, 1987 police officers shall be entitled to three Personal Leave Days, if needed, in addition to Special Leave Days. Except in urgent situations, ten days advance notice shall be given of an intent to utilize a Personal or Special Leave Day.

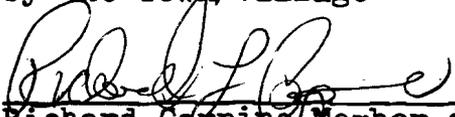
7. Martin Luther King Day shall be an additional paid holiday.

8. A minimum of eight hours per annum shall be scheduled for the training and qualification of police officers in the use of their official and personal firearms.

Dated: August 12, 1987


NATHAN COHEN, Chairman and Public Member


Pat V. Angarano, Member designated by the Town/Village


Richard Carpino, Member designated by the Police Association

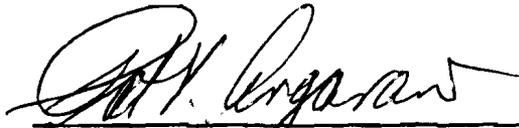
Dated: 2 August , 1987

STATE OF NEW YORK
COUNTY OF *Westchester*

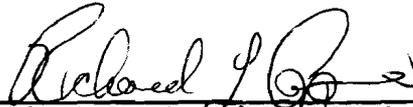
Pursuant to Section 7507 of the New York State Civil Practice Law and Rules, We hereby affirm that the foregoing is our AWARD in the above-captioned matter.



NATHAN COHEN, Chairman and
Public Member



Pat V. Angarano, Member designated
by the Town/Village



Richard Carpino, Member designated
by the Police Association

NEW YORK STATE PUBLIC EMPLOYMENT
RELATIONS BOARD

Case No. IA-86-21; M-86-149

In the Matter of the Statutory Arbitration *
Between The

TOWN/VILLAGE OF HARRISON *

and *

THE POLICE ASSOCIATION OF TOWN/VILLAGE
OF HARRISON *

OPINION OF CHAIRMAN
OF PUBLIC ARBITRATION

PANEL

The Arbitration Panel

Nathan Cohen, Chairman and Public Member
Pat V. Angarano, designated by Town/Village
Richard Carpino, designated by Police Association

APPEARANCES:

For the Town

William Maker, Esq., Deputy Town Attorney

For the Association

Taylor, McCullough, Goldberger & Geoghegan
by Charles A. Goldberger, Esq.

This proceeding was commenced and conducted pursuant to the provisions of Section 209⁴, Article 14, New York State Civil Service Law. Hearings were conducted by the Panel on April 2, and July 6, 1987 at the Municipal Building in Harrison, N. Y. Both parties were present and were afforded an opportunity to present evidence and argument in support of their respective contentions.

The Association's Petition which commenced this proceeding contained an addendum listing the numerous changes and new items which the Association sought to have incorporated into the collective negotiations agreement effective January 1, 1986. Although at the time the

Petition was submitted none of these proposals had been agreed upon, it was evident at the hearing that a number of the non-monetary items had either been abandoned or deferred for consideration by the parties outside of this proceeding. All items involving a potential cost to the Town were considered and merged into the provisions of the Award.

The Panel, as instructed in Section 209.4, took into consideration all evidence made available to it regarding:

- 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.

During the course of the hearing testimony was given and documents were submitted in evidence by both parties regarding the Town's financial status, the residential and commercial nature of the various sections of the Town, the nature of the work and hazards exposure of police officers in this Town, a comparison of working conditions, salaries and fringe benefits received by the police force in contrast to the working conditions, salaries and fringe benefits received by police officers in comparable jurisdictions, etc.

In the deliberations of the Panel which culminated in the Award, the arbitrators designated by the parties argued and sought to achieve what they thought was desired by their respective sides. Compromises were made on many of the disputed items when one or both of the partisan arbitrators agreed, albeit reluctantly, to go along with proposals which I indicated, in my opinion, would be equitable and reasonable.

The various disputed items were:

Salaries

The fiscal experts presented by both parties testified that funds were available to support the Association's current salary demands. They differed, however, with respect to the amounts available, with what portions of the

monies should reasonably be expended in the Police Department and with whether such surplus funds could be expected to be found in future years.

The statistics placed in evidence regarding police salaries in Harrison, in comparison to other similar nearby jurisdictions, indicated that Harrison police officers were paid approximately 7½% below the average salaries paid in those other jurisdictions. Further, the statistics indicated that an approximately 11% salary increase for Harrison police officers would be required to match the top paid police among the jurisdictions used for purposes of comparison.

It was my suggestion that the police salaries be increased in amounts which would recognize both the current availability of funds and the need for caution about the future fiscal status of Harrison. Thus, despite the arguments made by my fellow arbitrators, I recommended that the police salaries be increased by 8% for the 1986 calendar year and by an additional 6% in the 1987 calendar year.

Sergeants' Salary Differential

The Harrison Police Sergeants in 1985 received a rank salary differential of 13%. The other jurisdictions, used for comparison purposes, paid their sergeants varying

differentials ranging up to 15%. The compromise differential amounts of 13½% in 1986 and 14% in 1987 appeared to be reasonable and equitable under the existing circumstances.

Lieutenants' Salary Differential

The Police Lieutenants in Harrison were paid a rank salary differential in 1985 of 26%, double the differential paid to sergeants.

The Association's only demand with respect to this differential was that it continue to be double the differential granted to sergeants. As this appears to be customary in Harrison, as well as in other jurisdictions, a salary differential for Lieutenants of 27% in the 1986 calendar year and 28% in the 1987 calendar year was awarded.

Detective Clothing and Cleaning Allowance

Under the agreement in effect in 1985 Harrison detectives received an annual \$275.00 "uniform allowance". Only one of the other five jurisdictions used for comparison purposes regarding this particular fringe benefit paid a lesser amount. The other four paid varying uniform allowances up to \$650.00 per year.

Upon consideration of the current costs of new clothing, laundering and dry cleaning, it was determined that the present annual allowance was inadequate and that a substantial increase would be appropriate. It was there-

fore determined that the cleaning and clothing allowance should be \$500.00 effective January 1, 1986 and \$575.00 effective January 1, 1987.

Longevity Increases

The Association sought to modify the existing 10th, 15th and 20th year longevity plan providing \$475.00, \$525.00 and \$575.00 annual payments respectively at each level. A proposal for a 5th, 10th and 15th year longevity plan with substantial increases at each level was made. It noted that at present newly hired police officers have to wait for ten years before they receive a salary increase in addition to the annual increases negotiated by the parties even though they are fully trained and effective as police officers long before the arrival of the tenth year. A fifth year increase allegedly would give deserved recognition to the younger police officers. The Association was willing to eliminate the 20th year longevity increase because it became payable at a time when police officers can retire and because relatively few officers actually receive that benefit.

It was decided to adopt the Association's proposal that the 20th year step be eliminated and that effective January 1, 1987 a fifth step be added to the longevity schedule. The new longevity schedule will be:

	<u>Effective 1/1/86</u>	<u>Effective 1/1/87</u>
5th year	0	\$300.00
10th year	\$525.00	\$575.00
15th year	\$575.00	\$625.00

Personal Leave Days

An analysis of the agreements made in other similar jurisdictions indicates that they provide for an average of three to four personal leave days a year for police officers while Harrison police have no provisions for personal leave days. Accordingly, it was decided to approve the Union's proposal for the adoption of a personal leave provision in the agreement and a limitation of three days was placed on that benefit. Further, in order not to unduly disturb the work schedules, it was deemed appropriate to require police officers to give ten days advance notice of an intention to utilize a Personal Leave or a Special Leave Day except when an urgent situation may arise.

Holidays

The evidence indicated that the Town had adopted a policy of considering Martin Luther King Day as a paid holiday. The Association's proposal, in this respect, was to merely acknowledge in its agreement the fact that Martin Luther King Day was a paid holiday. The proposal was approved by the Panel.

Training and Qualification

The testimony given at the hearing indicated that

there was a desire by both parties to have police officers receive more structured training so that they could better qualify to use their official and personal firearms in a safe and effective manner. Accordingly, it was decided to require the scheduling of a minimum of eight hours a year for that training.



NATHAN COHEN, Chairman

Dated: August 12, 1987