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In the Matter of the Arbitration :  
                  between :  
Village of Tarrytown :  
                  and :  
Tarrytown Police Association :

AWARD

*George A. ...*

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The undersigned Panel of Arbitrators appointed pursuant to New York State Civil Service Law, Section 209.4 to hear all matters between the Village of Tarrytown and Tarrytown Police Association in their negotiations for a new collective agreement does, after full consideration of the evidence and arguments, find and unanimously

AWARD

1. The parties collective agreement shall commence June 1, 1975 and terminate on May 31, 1977.

2.a) Effective and retroactive to June 1, 1975 all members of the bargaining unit shall be paid a five percent (5%) increase on the salary they were then earning.

b) Effective and retroactive to December 1, 1975 all members of the bargaining unit shall be paid a four percent (4%) increase on the salaries then earned.

AWARD continued

c) Effective and retroactive to June 1, 1976 a four percent (4%) increase shall be paid on salaries then earned.

d) Effective December 1, 1976 a four percent (4%) increase shall be paid on salaries then earned.

3. As of June 1, 1976 employees with five to nine years of service, on the anniversary date of their employment, shall be paid one hundred dollars (\$100). Employees with ten to fourteen years of service shall be paid two hundred dollars (\$200). Employees with fifteen or more years of service shall be paid three hundred dollars (\$300).

The above is a longevity schedule, and shall not be considered wages for purposes of any benefit in the contract.

4. As of June 1, 1976 the clothing allowance shall be two hundred seventy five dollars (\$275). All employees who have purchased a new leather winter coat called for under Uniform Standards shall be paid sixty dollars (\$60), and this payment shall be made to all employees who are required to purchase coats in the future.

5. The Village shall provide each employee with \$7500 double indemnity term life insurance coverage by January 1, 1977 at no cost to the employee. By December 1, 1976 the Association shall be advised in writing of the company which will provide this insurance coverage and its premium cost and the Association shall

AWARD continued

have the option, to be exercised by giving the Village written notice on or before December 28, 1976, to direct the Village to pay such premium to another company licensed by the Insurance Department of the State of New York for providing double indemnity term life insurance coverage.

6. The contract shall be modified to provide for binding arbitration, with either party having the right to apply for it before the AAA or PERB.

7. As of January 1, 1977, any employee who shall work on a Holiday (as defined in the contract) shall receive compensatory time off. The Village may, at its election, pay to an employee who worked on a Holiday an additional day's pay in lieu of his receiving compensatory time off.

8. The present practice of budgeting for education, tuition and expenses shall be written into the contract.

9. The Association President shall be granted five (5) days off per contract year for Association business upon request to the Chief who shall not



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                  between :  
Village of Tarrytown : Discussion  
                  and :  
Tarrytown Police Association :  
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The parties collective agreement terminated on May 31, 1975, and this arbitration was petitioned pursuant to the provisions of the Taylor Law following the Village's rejection of the Fact Finder's recommendations.

The parties were heard on May 20, 1976 and June 17, 1976 at which time they waived a stenographic record. The Arbitration Panel - Reverend Normand J. Godin, Police Association designee; Mr. Raymond E. McGovern, Village designee; and the undersigned - gave the Village through Stanley Israel, Esq. and the Association through Gerald J. Garner, Esq. full opportunity to present their respective positions, to examine witnesses, and to offer exhibits and argument. The award, unanimously agreed to by the members of the Arbitration Panel, was arrived at after full consideration of the evidence as a whole and the written

briefs of the parties.

The Arbitration Panel was asked to consider the following issues:

- |                       |                                   |
|-----------------------|-----------------------------------|
| 1. Term of Contract   | 9. Work Schedule                  |
| 2. Salaries           | 10. Binding Arbitration           |
| 3. Shift Differential | 11. Paid Holidays                 |
| 4. Longevity          | 12. Rules & Regulations           |
| 5. Dental Plan        | 13. Education, Tuition & Expenses |
| 6. Clothing Allowance | 14. Association Business          |
| 7. Life Insurance     | 15. Court Time & Travel           |
| 8. Vacations          | 16. Officer in Charge of Tour     |

1. Term of Contract In accordance with the parties agreement the award provides for a two year contract from June 1 , 1975 through May 31, 1977.

2. Salaries The Association demands semi-annual increase of 5.2%, 5.2%, 5.1%, and 5.1% for all officers. By December 1, 1976 first grade patrolmen, earning \$13911.00 on May 31, 1975 would, based on the Association's demand, be earning \$17,000.

The Village offers a total two year increase of \$1645, consisting of semi-annual \$460, \$416, \$432, and \$337 increases, for a \$15556.00 first grade patrolman salary on December 1, 1976. The increases offered equate, according to

the Village, to the average money increases of Village Civil Service Employees Association unit members through a 4%, 4%, 4%, 3% negotiated agreement.

The Association, in rejecting the Village's offer, notes that the twenty-nine men police force is not limited to the 12,500 fast growing Village population, but also encompasses heavy traffic, transients, and police duties arising from Reverend Moon's church, General Motors, and Anchor Motors.

The Association notes that the Village of Bedford pays \$17,00.00 for a first grade patrolman, the Village of Mamaroneck pays \$16,870.00, and as of June 1975 Mt. Kisco paid \$16,500.00. It notes that the Parkway police, normally paid lower than most municipalities, now receives \$16,460.00. The Association contends that its salary demand is "merely an attempt to be comparable in accordance with the considerations set forth under the Taylor Law".

The Village argues that wage increases must be considered as part of a total cost package, and comparisons with other Police Departments must be made in terms of total working conditions rather than individual items. If, however, salaries are compared without reference to other benefits, the \$13911.00 earned by the Village's first grade patrolman is in line with the \$13,959.00 average June 1974 to May 1975 first grade salary for twenty-nine representative Westchester Police Departments.

Historically, according to the Village, true comparability exists between its Police Association and Civil Service Employees Association. The Village's offer continues that condition and is equitable across-the-board to all its employees.

Cost of living , urged by the Association, as a consideration in granting its salary demand, has increased since June 1975 at an approximate annual rate of six percent, with, according to the Village, the major portion of that increased cost absorbed by it through payment of increased medical premiums.

The parties disagree on the impact a \$2,400,000 five-year urban renewal grant will have on easing future tax increases. The parties also disagree as to the implications of allocating \$62,000.00 federal revenue sharing funds toward police salary.

The Fact Finder recommended semi-annual increases of 5%, 4%, 4%, and 4% commencing on June 1, 1975. The 17% recommended increase over the contract term results in the following salaries for first class patrolmen.

June 1, 1975	\$14,606
December 1, 1975	\$15,190
June 1, 1976	\$15,798
December 1, 1976	\$16,430

The Panel has considered the parties' positions, the

Fact Finder's recommendation , and other alternatives. After reviewing the evidence as a whole, we find that the Fact Finder's recommendation, which is consistent with past negotiations history, results in salaries comparable with other Westchester County Village police salaries, while it maintains traditional tandem relations between the police and Tarrytown's other employees.

Taking the average amounts earned by Village employees (adjusted for one holiday granted) and offering it to the patrolmen, completely throws past balances askew, and narrows the differential between police and less dangerous Village employment by offering the former what is in effect a lower percentage increase. Percentages offered should be applied to salaries. Nor should the past disparity in increases between the CSEA and Police Association members, detrimental to the latter at a time of double digit inflation, remain unadjusted.

Increases resulting from the 5%, 4%, 4%, 4% seem equitable, on the basis of available data, in relation to other Police Departments. For per Association Exhibit 12, the \$15,190 first class Tarrytown patrolmen salary in December 1975, compared with eleven June 1, 1975 to May 31, 1976 salaries in Westchester County Villages with contracts covering that period, ranks seventh out of twelve.

Our award shall provide that on June 1, 1975 the increase shall be 5%, on December 1, 1975 it shall be 4%, on June 1, 1976 it shall be 4%, on December 1, 1976 it shall be 4%.

3. Shift Differential This issue arises from an Association perceived inequity where nine members of the police force do not work the midnight to 8 A.M. tour. The Association asks that policemen working this shift be paid a 5% differential.

The Panel knows of no police department which pays this. By the very nature of the police function, an employee entering the department knows that his hours will swing. Shift differential payment in police departments would compound police protection costs beyond the capacity of citizens to meet those costs. Certainly this matter regarding the nine police officers should not lead to this additional burden.

4. Longevity The contract does not provide for longevity increases, and the Association requests the following:

At the end of five years' service	\$300
At the end of ten years' service	\$400
At the end of fifteen years' service	\$750

The Association notes that only nine other departments in the County do not have longevity programs, and this fact is the major consideration in our award for longevity payments. For all purposes, this shall be considered a fringe

benefit which is not part of wages, and it shall be effective as of June 1, 1976 in the amounts shown in the award.

5. Dental Plan The Association asks for a Dental Plan, which the CSEA members presently have. The uncontradicted testimony is that this plan was offered to the officers, and they opted to take a one percent (1%) increase instead. The Dental Plan is not awarded.

6. Clothing Allowance The Association is asking for a \$400 clothing allowance. \$250 is now allowed. The Village costs this at 1% of payroll, and notes that the Association raised its original demand by \$125.

Over and above, increased all around clothing costs, the Association notes that its members are now required to wear leather coats which costs \$88. Previously, the Department paid \$56 for replacement of cloth coats but now pays nothing for the leather one.

The Village confirms the present non-payment for coats. It claims, however, that it did not mandate the leather coats, and that it was the men's decision that these be standardized dress.

The Panel sees no reason that the men who purchase coats should be denied the payment previously provided. We shall therefore order that all men who purchased a leather

coat, or who purchase it in the future shall be paid \$60 towards that purchase. Further, we shall award a clothing allowance of \$275 on June 1, 1976.

7. Life Insurance The Village pays \$1200 per annum for the department's life insurance. This buys \$5,000 double indemnity life insurance per officer. The Association feels that insurance with other than the Village's carrier would purchase in excess of that amount. It requests \$15,000 double indemnity insurance.

Subject to the conditions specified in the award, each officer shall be covered by a \$7500 double indemnity insurance policy as of January 1, 1977, premium to be paid by the Village.

8. & 9. Vacations and Work Schedule Changes in these do not seem advisable to the Panel.

10. Binding Arbitration The Association in its brief presents the details of its request for binding arbitration. The Panel replaces the advisory recommendations provided in the contract with binding arbitration, procedure to be determined by the parties. Arbitration may be applied <sup>for</sup> by either of the signatories to the contract.

11. Paid Holidays The Association withdrew its request for additional holidays. However it feels that all men

should get the compensatory days off for holidays worked.

It is not equitable when men work on a Holiday that some get compensatory time off and some do not. The panel shall award: As of January 1, 1977, any employee who shall work on a Holiday (as defined in the contract) shall receive compensatory time off. The Village may, at its election, pay to an employee who worked on a Holiday an additional day's pay in lieu of his receiving compensatory time off.

12. Rules and Regulations The parties informed the Panel that they are presently working on rules and regulations. No award is necessary or desirable.

13. Education, Tuition and Expenses The Association request that tuition and books for college attendance be paid in full, and that such a provision which accords with present practice, be written into the contract.

The Village contends that the practice has been to yearly allocate a sum of money for this purpose which is hopefully the maximum amount to be spent that year.

The Village brief shows that the budgeted amount is generally the amount expended. In some years budget was slightly less than the amount spent, in others it was slightly more, and in the one year 1975/1976 \$3000 was budgeted and nothing spent.

The practice seems to have been to budget for this expense, and the budget seems to pretty accurately have met the officers' education cost requirements. The Panel's award will have the Village continue the practice of budgeting for education, tuition, and expenses.

14. Association Business The panel shall award: The Association President shall be granted five days off per contract year for Association business upon request to the Chief, who shall not unreasonably deny such request.

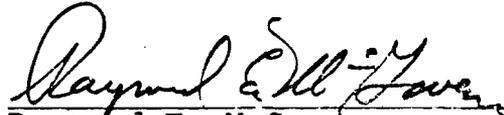
15. Court Time and Travel The Association requests that reimbursement of 15¢ a mile for use of an officer's private car. It also asks that practice granting compensatory time for court appearances on a patrolman's own time be written into the contract, and the Panel shall order this without the mileage payment requested by the Association.

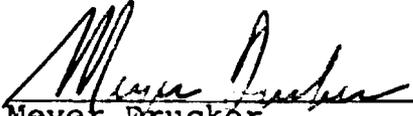
16. Officer In Charge of Tour The Association requests that an officer performing as a superior officer be compensated at the higher rate. It seems reasonable that the responsibilities of higher rank entitle an officer filling in to salary at that level. This must be balanced against the requirements of flexibility in operating the Department. Compensation for work in a higher classification

will inhibit against misusing its right to appoint acting superior officers.

The Panel will award payment at the higher rate for work in a higher classification except in the instance of replacement of the Police Chief.

  
Norman J. Godin  
Arbitrator

  
Raymond F. McGovern  
Arbitrator

  
Meyer Drucker  
Arbitrator

November 8 1976

