

U.S. DEPARTMENT OF LABOR  
RELATIONS

NOV 15 1977

CONCILIATION

PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Arbitration

between :

TOWN OF YORKTOWN :

"Town" :

-and- :

YORKTOWN POLICE BENEVOLENT  
ASSOCIATION, INC. :

"PBA"  
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Case No. CA-0139  
M-76-710

PUBLIC ARBITRATION PANEL

Stanley L. Aiges, Chairman  
John P. Henry, PBA Member  
Arthur L. Altman, Town Member

APPEARANCES

For the Town:

BROWN & HALL  
Gordon Brown, Esq., Of Counsel

For the PBA:

Martin W. Schwartz, Esq.

## BACKGROUND

The New York State Public Employment Relations Board ("PERB") determined that a dispute exists in negotiations between the Town and the PBA. That dispute falls under the provisions of the Civil Service Law, Section 209.4. Pursuant to the authority vested in PERB under that provision, it designated a Public Arbitration Panel for the purpose of making a just and reasonable determination in this dispute. On July 27, 1977, the following individuals were appointed to the Public Arbitration Panel: Stanley L. Aiges, Public Panel Member and Chairman; John P. Henry, Employee Organization Panel Member; and Arthur L. Altman, Employer Panel Member.

A hearing was held on October 27, 1977 at the Town Hall, Yorktown, N.Y.\* All matters related to this dispute were heard. The parties were represented by counsel at all stages of the proceeding. Each was provided a full opportunity to present evidence, testimony and argument in support of their respective positions.\*\* Neither party requested that a verbatim transcript of the proceedings be kept.\*\*\*

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\*An earlier hearing had been scheduled on October 13, 1977; it was postponed on October 12, 1977.

\*\*Suffice it to say, the parties' positions here varied little, if at all, from those taken before the Fact Finder, John W. Whittlesey.

\*\*\*A court reporter, however, was present and available to serve. The parties, with our concurrence, elected to proceed before us informally.

Post-hearing briefs were not filed.

This dispute involves 17 separate issues. They include:

1. Salary Increases
2. Longevity Payments Schedule
3. Longevity Payment Application
4. Rank Differentials
5. Life Insurance
6. False Arrest Insurance
7. Shift Differentials
8. Detective Clothing Allowance
9. Base for Receipt of Detective Clothing Allowance
10. Detective Overtime
11. Sick Leave Payment Upon Retirement
12. Sick Leave Accumulation
13. Compensatory Time Off - PBA President
14. Cleaning Service
15. Uniformed Staff on Duty
16. Mileage Allowance
17. Weapons Training.

Before proceeding to discuss the merits of this dispute, several introductory comments are necessary.

In reaching our determinations on each of the 17 foregoing issues,

we took into consideration all relevant factors presented to us for consideration. In particular, however, we were concerned with the following key factors:

- 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 Town to pay;
- c) comparison of peculiarities in regard to other trades or professions, including specifically: hazards of employment; physical qualifications; educational qualifications; mental qualifications; job training and skills; and
- d) the terms of collective bargaining 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.

All of these factors are, to be sure, relevant. None is necessarily controlling. In our view, our principal task in attempting to achieve a just and reasonable determination is to weigh and balance these factors. In doing so, we attempted to remain completely objective. That is, we strove not to impose our personal value judgments upon the parties hereto. We tried, to the best of our ability, to let the facts speak for themselves and to be guided accordingly.

We recognize that this dispute centers upon efforts to re-negotiate a collective bargaining agreement which was to terminate on December 31, 1976, but which has remained in force pending resolution. Thus, this dispute is over ten months old at this writing. A final settlement is long past due. In view of this, we are prepared to cooperate with the parties' request for an expedited Award.

Thus, we shall necessarily be brief. Suffice it to say, however, that in reaching our conclusions we faithfully abided by our reading of our responsibilities under Section 209.4 (v) of the Civil Service Law.

We have divided our AWARD on the 17 items at issue into two broad categories: those upon which a specific, affirmative Award is necessary to achieve a just and reasonable settlement; and those upon which a negative Award is appropriate to achieve that result.

#### AFFIRMATIVE

##### ISSUE NO. 1: SALARIES

The Town's basic position here was that it was prepared to accept the terms of the Fact Finder's recommendation. That is, to increase police salaries 6 percent effective December 1, 1977, with a second 6 percent increase to be made effective July 1, 1978. The PBA's position is that 6 percent increases should be made effective on January 1, 1977 and on January 1, 1978.

We AWARD the following:

In a two-year term (January 1, 1977 through December 31, 1978):

Effective November 1, 1977: a 6 percent across-the-board increase of salaries in all police grades and ranks; and

Effective January 1, 1978: a 3 percent across-the-board increase of salaries in all police grades and ranks; and

Effective April 1, 1978: a 3 percent across-the-board increase of salaries in all police grades and ranks.

ISSUE NOS. 2, 3: LONGEVITY PAYMENTS

Currently, Police Officers receive the following longevity payments:

After 8 years of service:	\$200
After 12 years of service:	\$400
After 16 years of service:	\$600
After 20 years of service:	\$800
After 24 years of service:	\$1,000
<u>ad infinitum</u>	

The P.B.A. seeks to establish the following formula in lieu of the above:

After 7 years of service:	\$200
After 10 years of service:	\$400
After 13 years of service:	\$600
After 16 years of service:	\$800
After 19 years of service:	\$1,000
	<u>ad infinitum</u>

We AWARD the following:

The PBA basic formula structure shall be established, except that no further longevity payments are to be made after a Police Officer reaches the \$1,000 longevity payment level. Stated otherwise, we believe it fair to remove the open-ended arrangement previously in effect and to establish a "cap" concept.

ISSUE NO. 11: SICK LEAVE PAYMENT  
UPON RETIREMENT

Article VII, Section 5 of the Agreement now permits an employee eligible for retirement who has signified his desire actually to retire to take a leave of absence for a period of time which equals one-half of his accumulated unused sick leave.

The PBA has asked that this clause be modified so as to make it optional for an employee ready to retire to take either a leave of absence or a lump sum cash payment.

We AWARD that Article VII, Section 5 be modified so as to

provide that an employee eligible to retire who has actually indicated such intent, may, upon written request, receive the option of taking a paid leave of absence or a lump sum cash payment. If the employee wishes to receive a cash payment, then he must give notice of such desire by October 1st of the year prior to the calendar year in which he is to retire. If such notice is not given by October 1st, then he may still be eligible to receive a cash payment in lieu of a paid leave of absence. However, he will in such case receive 50 percent of the cash amount for which he is eligible upon actual retirement, with the balance to be paid by the Town on February 1st of the calendar year following his retirement.

## II. NEGATIVE

We have carefully reviewed the PBA's proposal et al. as regards Issue Nos. 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16 and 17. We find them to be lacking in merit. We AWARD that they be denied.

The Public Panel Member and the Employee Organization Panel Member concur as regards Issue Nos. 1, 2, 3 and 11. The Employer Panel Member dissents with respect thereto.

The Public Panel Member and the Employer Panel Member concur as regards Issue Nos. 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15,

16 and 17. The Employee Organization Panel Member dissents with respect thereto.

*St Aiges*

Stanley L. Aiges,  
Chairman and Public Panel Member

*John P. Henry*

John P. Henry,  
Employee Organization Panel Member

Arthur L. Altman,  
Employer Panel Member

*State of N. Y.  
County of Westchester*

On this *23rd* day of *Nov* 1977, before me personally came and appeared Stanley L. Aiges, John P. Henry and Arthur L. Altman, to me known and known to me to be the individuals described in and who executed the foregoing instrument and they acknowledged to me that they executed the same.

*Ralph Martin Purdy*  
RALPH MARTIN PURDY  
Notary Public, State of New York  
County of Westchester  
Term Expires March 30, 1979