

PUBLIC EMPLOYMENT RELATIONS BOARD

JAN 26 1978

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CONCILIATION

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In the Matter of the Arbitration

between :

CITY OF MIDDLETOWN

"City" :

-and- :

Case No. CA-0141,
M-77-54

MIDDLETOWN POLICE
BENEVOLENT ASSOCIATION :

"Union"

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PUBLIC ARBITRATION PANEL

Stanley L. Aiges, Chairman
John Henry, Employee Organization Member
Nicholas Vuolo, Employer Member

APPEARANCES

For the City:

Lou Lewis, Esq.

For the Union:

Martin Schwartz, Esq.

BACKGROUND

The New York State Public Employment Relations Board ("PERB") determined that a dispute exists in negotiations between the City and the Union. 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 September 7, 1977, the following individuals were appointed to the Public Arbitration Panel: Stanley L. Aiges, Public Panel Member and Chairman; John P. Henry, Employee Organization Member; and Nicholas Vuolo, Employer Panel Member.

A hearing was held on January 4, 1978 at the Holiday Inn, Fishkill, New York.* All matters pertaining to this dispute were heard at that hearing. 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.** Post-hearing briefs were not filed. This dispute involves

*An earlier hearing had been scheduled for November 3, 1977; it was postponed on November 2, 1977.

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

15 separate issues. These include:

- I. Term
- II. Salaries
- III. Overtime Pay - Detectives
- IV. Dental Plan
- V. Dry Cleaning Allowance
- VI. Sick Time Payout Allowance
- VII. Personal Leave Time
- VIII. Longevity Increments
- IX. Sick Leave Allowance
- X. Eye Glass Plan
- XI. Change in Shift
- XII. Night Shift Differential
- XIII. One Man Cars
- XIV. Air Conditioning for Cars
- XV. Option to Work Holidays.

Before proceeding to discuss the merits of this dispute, several introductory comments are necessary. In reaching our determinations on each of the 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 interest and welfare of the public and the financial ability of the City 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 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 about 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 12 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 15 items at issue into two broad categories: those upon which a specific, affirmative Award is necessary to achieve a just or reasonable settlement; and those upon which a negative Award is appropriate to achieve that result.

AFFIRMATIVE

ISSUE NO. I: TERM

In our judgment, the only appropriate term to consider at this late stage is one which would span a 2-year period. That is, we believe it appropriate to rule that the contractual term for a new collective bargaining Agreement between the parties should commence on January 1, 1977 and run through December 31, 1978.

ISSUE NO. II: SALARIES

We award the following:

Effective July 1, 1977, the base contractual salary rate in effect for covered employees in all ranks (i. e., Police Officers, Sergeants and

Lieutenants) shall be increased by \$750.00 per annum.

Effective January 1, 1978, said rates shall be further increased by the amount of \$500.00 per annum.

Effective July 1, 1978, said rates shall again be increased by \$500.00 per annum.

ISSUE NO. III: DETECTIVES OVERTIME PAY

We do not believe that employees currently acting as Detectives should receive a standard overtime provision. We believe the current system, i.e., that specified in Article II Section 1 (c) of providing a flat dollar amount in lieu of overtime payments is appropriate and should be continued. However, we believe that it is appropriate for us to award an increase in the current amount (i.e., \$600.00 per year) to \$750.00 per year. This increase shall take effect on January 1, 1978.

ISSUE NO. V: DRY CLEANING ALLOWANCE

Dry Cleaning Allowance presently provided to covered employees of \$100.00 per year should be increased to \$150.00 per year, payable in equal installments in the months of June and November. We so award.

ISSUE NO. VIII: LONGEVITY INCREMENTS

Currently, employees receive longevity increments in addition to their annual base salaries. Upon commencement of their seventh

year of service, employees receive an additional \$500.00; upon the commencement of their tenth year of service, that allowance is increased by \$300.00; and upon the commencement of their fifteenth year of service, that amount is increased further by an additional \$350.00. We believe that the aforesaid increments should be equalized. That is, that upon the commencement of the employee's seventh, tenth, and fifteenth year of service, he should receive a \$500.00 annual longevity increment. We so award.*

eff Jan 1, 1975. HKA

NEGATIVE

We have carefully reviewed the Union's proposal as regards Issue Nos. IV, VI, VII, IX, X, XI, XII, XIII, XIV, XV. We find them to be lacking in merit. We award that they be denied.

*We intend by this Award not to modify the current arrangement under which such increments are received in cumulative fashion. See Article II of the 1976 Agreement.

The members of this Public Arbitration Panel met and voted
on the above issues.

Stanley L. Aiges
Stanley L. Aiges, Chairman

John P. Henry
John Henry, Employee Organization Member,
Concurring as regards all issues

Nicholas Vuolo
Nicholas Vuolo, Employer Member,
Dissenting as regards Issue No. VIII, II,
Concurring as regards all other issues.

January 19, 1978

On this 19 day of Jan 1978, before me personally
came and appeared Stanley L. Aiges, John Henry and Nicholas Vuolo, to
be 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.