

NEW YORK STATE PUBLIC EMPLOYMENT
RELATIONS BOARD

Case No. IA87-29; M87-372

N.Y.S. PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

AUG 04 1988

AWARD OF
CONSILIATION
ARBITRATION
PANEL

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In the Matter of the Compulsory Interest :
Arbitration Between :

TOWN OF CARMEL :
and :
TOWN OF CARMEL POLICE BENEVOLENT :
ASSOCIATION, INC. :

-----X
The Public Arbitration Panel

NATHAN COHEN, Public Member and Chairman
ALFRED FUSCO, Town's Designee
MAUREEN McNAMARA, P.B.A.'s Designee

Appearances:

For the Town:
Plunkett & Jaffee
by John Donoghue, Esq.

For the P.B.A.:
Kruse & McNamara
by Raymond G. Kruse, Esq.

Pursuant to the provisions of Section 209.4 of the New York State Civil Service Law and based on the evidence received at a hearing held on May 5, 1988 at the Town's offices in Mahopac, New York and on the arguments made in pre- and post-hearing memoranda submitted by the parties, the Panel makes the following

A W A R D

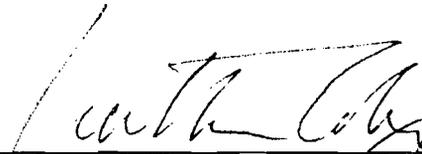
1. Except as stated hereafter, all terms of the parties' most recent collective bargaining agreement which expired on December 31, 1987 shall be renewed and extended for a two year period expiring on December 31, 1989.

2. All salary rates shall be increased by 4.5% as of January 1, 1988; by an additional 2% as of July 1, 1988; by an additional 4.5% as of January 1, 1989 and by an additional 2% as of July 1, 1989.
3. Welfare Fund contributions shall be increased to \$500 per employee per year.
4. Police officers who work on a holiday will receive an additional day's pay, in addition to the regular holiday pay and regular pay, for at least two holidays per year.
5. All benefit differentials based upon date of commencement of employment with respect to vacation, holidays and personal leave shall be eliminated and the specified greater benefits for officers with greater seniority shall be granted to all employees.
6. Police officers who intend to take time off for P.B.A. activities shall, except in emergencies, give reasonable advance notice of any intent to be absent from duty.
7. The Town shall provide each police officer with false arrest and imprisonment insurance in the amount of one million dollars (\$1,000,000) if available through ordinary insurance channels. If not available, the Town shall provide the maximum amount available at all times.
8. Effective January 1, 1989, all police officers shall be obligated to apply for reimbursement from their health insurance carriers for the costs of their annual physical examinations and they shall further be obligated to turn over to the Town all reimbursement payments received from their insurance carriers.
9. The longevity pay schedule shall be changed to provide:

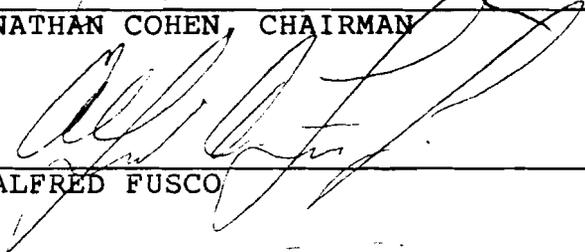
	<u>1988</u>	<u>1989</u>
5 years	\$325	\$350
8 years	525	575
12 years	750	800
16 years	950	1025
19 years	1500	1600

10. Training days will be paid by the Town.

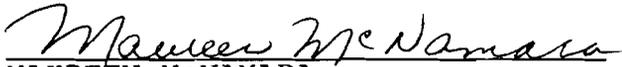
Dated: June 28, 1988
Rockland County, New York



NATHAN COHEN, CHAIRMAN

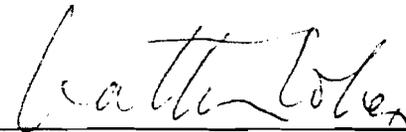


ALFRED FUSCO

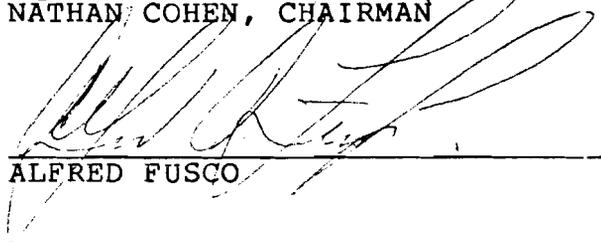


MAUREEN MCNAMARA

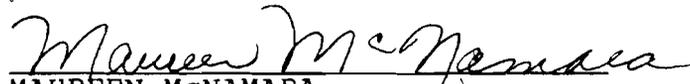
Pursuant to Section 205.9 of the Rules of the New York State Public Employment Relations Board, we acknowledge that the above is our Award in the above mentioned proceeding.



NATHAN COHEN, CHAIRMAN



ALFRED FUSCO



MAUREEN MCNAMARA

NEW YORK PUBLIC EMPLOYMENT
RELATIONS BOARD
Case No. IA-87-29; M87-372

In the Matter of the Compulsory Interest *
Arbitration Between

TOWN OF CARMEL

and

TOWN OF CARMEL POLICE BENEVOLENT
ASSOCIATION, INC. *

FINDINGS AND CONCLU-

SIONS OF PANEL CHAIR-

MAN

This report is being issued in conjunction with the unanimous Award of the Public Arbitration Panel which was mailed to the parties earlier.

The parties' most recent collective bargaining expired on December 31, 1987. Mediation efforts to arrive at a new agreement were unsuccessful and a petition to commence this proceeding was submitted by the P.B.A. to P.E.R.B. on about January 29, 1988. The Arbitration Panel was established by P.E.R.B. on March 15, 1988. It then conducted a hearing, attended by both parties, on May 5, 1988 in Mahopac, N. Y. Pre-and/or post-hearing memoranda were submitted by the parties.

The Town and Its Environs

The Town of Carmel is located in Putnam County which is the northernmost periphery of the New York Metropolitan Region. The suburban communities south of the Town generally have higher per capita incomes,

greater property values and higher living expenses than which prevail in the communities north of the Town where there is a less urban environment.

In making comparisons of the salaries and working conditions of the Town's police officers with those of neighboring communities, the Town emphasized the favorable comparisons which could be made between the treatment of its police officers and the treatment accorded police officers employed by communities to its north.

On the other hand, the P.B.A. chose to compare its salaries and working conditions with those prevailing in communities to its south where higher salaries generally prevail.

Contract Duration

Although the Town stated that it would prefer a new contract for a three year term, the statute permits this Panel to set the terms and conditions of employment only for a maximum of two years. The P.B.A. did not object to a two year term if it found the contract provisions to be satisfactory. Accordingly, the Award of the Arbitration Panel dealt only with respect to salaries, fringe benefits and working conditions of the Town's police officers for the two year period from January 1, 1988 through December 31, 1989.

Salary Rates

This Panel agreed upon salary increases of 4.5% for the first half year, an additional 2% the second half year, an additional 4.5% for the third half year and an additional 2% for the final half year. Such salary increases totalling 13% over the two year period appear to substantially exceed wage increases generally granted at this time in the private sector and it falls within the range of public employee salary increases generally prevalent among the communities both to the north and south of the Town of Carmel. The salary increase percentage also exceeds the increase in the Consumer Price Index which ranged between 4% and 5+% annually in recent months.

It was also the conclusion of the Panel, after considering the evidence presented by the parties, that the above awarded salary increases were not in excess of the ability of the Town to pay such monies and that it was in the interest of all concerned that the police officers be granted such salary increases.

Welfare Fund Contributions

The Town contributes on behalf of its police officers to a welfare fund which provides dental insurance, life insurance, etc. for police officers. It was agreed by the Panel that inflationary pressures on insurance costs in recent years justified an increase in the Town's annual con-

tributions to \$500.00 per employee.

Further, it was agreed that the name of the fund to which payments are made shall be changed to "Town of Carmel Police Benevolent Association, Inc. Welfare Fund".

Holiday Pay

The P.B.A. sought additional compensation for police officers who work on holidays. Customarily, in the past, police officers were not paid anything above the regular holiday pay if the work schedule required them to be on duty on a holiday. The P.B.A. noted that more than half of the forty or so communities it surveyed paid additional compensation to police officers who found themselves on duty on a paid holiday. Many of those communities paying additional pay for holiday work limited such payments solely for work performed on a limited number of named "family" holidays such as Thanksgiving, Christmas, New Years, Independence Day or Easter Sunday.

The Town had argued that this demand was simply an additional salary demand. It urged that the Panel reject this demand for a new fringe benefit because it was not a fringe benefit which was generally prevalent for all police officers and because this was not a propitious time for spending money above and beyond direct salary increases.

Although my colleagues on the Panel took diametrically opposite positions regarding whether or not such extra pay

should be granted, eventually they did accept my opinion that the P.B.A.'s demand did have legitimacy as such payments are customary in private industry for employees working rotating shifts with rotating scheduled days off similar to those of police officers. I also noted that such provisions are now being adopted frequently in the public sector.

The holiday pay provision, as adopted by the Panel will provide pay for two worked holidays to all employees in the unit. As the contract provides for thirteen paid but unspecified holidays, it is assumed that all police officers will work on at least two holidays yearly and that all are entitled to the two extra days of holiday pay. Nothing in this modified holiday pay provision is intended to diminish the holiday pay or time off benefits heretofore received by police officers.

Further, it was the intent of the Panel that payment for the extra two days of holiday work be added to and incorporated with the holiday cash payments made to employees during the first pay period in December of each year.

Fringe Benefit Differentials

The Panel concluded that the two tier levels of fringe benefits which earlier had been established with respect to police officers hired in 1980 and thereafter should be eliminated. It is intended that all police officers be treated alike regardless of date of hire, with respect to years of service required to achieve particular levels of benefits.

P.B.A. - Time Off

It appeared that the current provision that a P.B.A. representative, when feasible, provide ten days of advance notice of an intent to be absent from duty because of a need to attend to P.B.A. matters was unnecessarily rigid. The Panel agreed to modify this ten day notice requirement to "reasonable advance notice".

False Arrest Insurance

This Town, as well as many other governmental entities, has encountered difficulties in securing adequate insurance coverage for work-related claims made against its employees. This provision recognizes the existence of this problem and attempts to accommodate the coverage needs of the police officers to the Town's capabilities to secure such coverage.

Annual Physical Examinations

It was recognized that most police officers can now seek reimbursement from their own insurance carriers for the costs of their annual physical examinations. As an accommodation to the Town which had previously paid the full cost of the physical examination, it was agreed to obligate police officers to apply for such reimbursement from the insurance carriers and to turn the proceeds over to the Town.

Longevity Pay

Here again, the Panel agreed to increase longevity payments in amounts which generally fell within the parameters

of what was being granted by other neighboring governmental entities.

Training Day

The Panel concluded that the training day, which previously had been scheduled on a police officer's day off, was both work related and required by the Town. Accordingly, it decided that payment should be made by the Town for that day.

Other Demands

A number of other demands presented by the parties were denied unanimously by the Panel after considering their relative importance and costs, in view of the amount of the monetary increases already provided for in the Award. I had urged the Panel to recognize that it was likely that I would not agree to any further monetary demands where evidence of urgent needs or extreme inequities was not presented to the Panel.



NATHAN COHEN, Impartial Member, Panel
Chairman

Dated: August 2, 1988