

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Arbitration between :  
 :  
 : ARBITRATION PANEL  
 : REPORT AND AWARD  
 CITY OF YONKERS : CASE NUMBER:  
 : 1A5;M-77-321  
 and :  
 :  
 POLICE BENEVOLENT ASSOCIATION OF :  
 :  
 YONKERS, NEW YORK, INC. :  
 :  
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APPEARANCES

For the City of Yonkers:

EUGENE J. FOX, ESQ. CORPORATION COUNSEL  
IRVING T. BERGMAN, ESQ., SPECIAL COUNSEL

For the Police Benevolent Association of  
Yonkers, New York, Inc:

FREDERICK J. ADLER, ESQ.

BEFORE ARBITRATION PANEL

SAMUEL RANHAND - Impartial Chairman  
SUSAN S. SAVITT, ESQ., - City of Yonkers Designee  
RICHARD HARTMAN, ESQ. - PBA Designee

In accordance with the provisions of the Civil Service Law, Section 209.4, the New York State Public Employment Relations Board designated the above Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute between the above parties.

In accordance with statutory provisions applicable to interest arbitration pursuant to Civil Service Law, Section 209.4 (as amended July 1, 1977), fifteen hearings were held between October 7, 1977 and February 17, 1978. During these hearings the parties were afforded ample opportunity to adduce testimony, examine and cross-examine witnesses and to present exhibits, evidence and arguments concerning their respective positions on the issues which were at impasse. Transcripts were maintained for all the hearings except the first.

In considering the voluminous testimony and evidence placed before it by the parties, the Public Arbitration Panel weighed the relative position of the parties and arrived at its final determination based on the criteria enumerated in the Civil Service Law, Section 209.4 as under:

- (v) 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 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, paid time off and job security.

In addition, the Public Arbitration Panel considered other factors that are normally and customarily considered in arriving at an equitable arbitration award.

As noted above, the parties submitted voluminous exhibits, all of which are recorded in the transcript. Counsel for both parties presented the case most competently, forcefully and in great detail. The exhibits and testimony of the PBA thoroughly specified comparable police officer conditions in the area. The City's witnesses and exhibits demonstrated are all inclusive over-view of the City's operations and budgetary requirements. Rather than burden this Report and Award with the detailed analysis and rationale to which the Public Arbitration Panel subjected the testimony and evidence, suffice it to state that the entire record was carefully reviewed in relation to the criteria set forth above as a result of which the Public Arbitration Panel makes the following AWARD.

#### AWARD

Having carefully considered the positions of the parties and having weighed the testimony and evidence in relation to the criteria indicated above, the Public Arbitration Panel AWARDS as under:

1. SALARY -

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Effective July 1, 1977, there shall be an increase across the board of Two Thousand Dollars (\$2,000.00) per annum for all policemen in the bargaining unit. This two-thousand dollar increase shall be applicable to each step on the present salary schedule with the exception that the starting salary shall remain at and continue to be Eleven Thousand Nine Hundred Dollars and Eighty-Seven Cents (\$11,900.87) and the present increment at the ninth month shall be eliminated.

Pursuant to above, the Salary Schedule for policemen, effective July 1, 1977, shall be as under:

Start	\$11,900.87
Upon Completion of 1 year	15,900.87
Upon Completion of 2 years	16,650.87
Upon Completion of 3 years	17,400.87

The twelve policemen whose employment commenced in October 1977 shall also receive the Two Thousand Dollar increase effective as of the date of their appointment. Thereafter, these twelve policemen shall receive increases in accordance with the New Salary Schedule above.

2. NIGHT DIFFERENTIAL:

Effective January 1, 1978, a Night Differential shall be paid at the rate of 5% to be applied to regular straight-time rate of pay. The Night Differential shall be paid only for the late tour and the night tour and excludes any tour which commences after 6:30 A.M. and before 2:30 P.M. This differential shall be paid only for full eight-hour late or night tours.

For clarification of the above, following is a description of the tours:

Late Tours: 3 P.M. - 11 P.M. or 4 P.M. - Midnight

Night Tours: 11 P.M. - 7 A.M. or Midnight - 8 A.M.

It should be noted that the Night Differential shall apply only to full eight-hour tours on each of the above tours.

3. DETECTIVE'S TIME:

The five (5) Free Hours per week of Detective's time as currently included in the agreement between the parties shall be eliminated from the agreement as of January 1, 1978. Thereafter, Detectives shall be paid at the rate of time-and-one-half for overtime worked as provided for in the existing agreement for the payment of overtime.

4. CLOTHING ALLOWANCE:

Effective July 1, 1977 there shall be an increase

in the Clothing Allowance of One Hundred Dollars (\$100.00) per year per man.

5. AGENCY SHOP:

The agreement shall include an Agency Shop effective with the first full pay period following the date of this AWARD.

6. NEW EMPLOYEES:

All new employees in this bargaining unit hired on and after January 1, 1978 shall contribute to the City 35% of the cost to the City of their Family Health Insurance Plan; and such new employees shall contribute to the City 50% of the cost to the City of an Individual Health Insurance Plan.

7. All items presented to the Public Arbitration Panel by both parties which are not included in the foregoing Award have been rejected by the panel.

8. The present Collective Negotiations Agreement between the parties shall continue in full force and effect except for the changes, modifications, deletions, additions made by the above Award.

9. PERSONAL LEAVE DAYS - NEW EMPLOYEES:

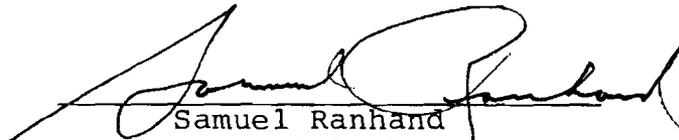
The parties were at impasse on an item of the number of personal leave days for new employees. There was a desire on the part of the City to reduce the number of personal leave days for new employees as of January 1, 1978 from the present four days in the Agreement to two days. The Panel strongly urges and recommends that the parties continue to

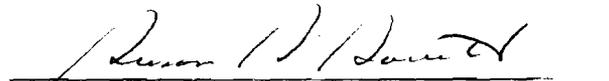
negotiate this item.

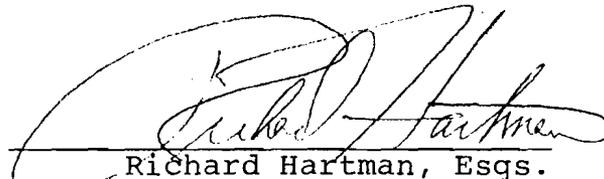
The parties are charged to embody the terms of this Award into a written Collective Agreement.

(This Award is signed by each member of the Panel on the following page).

This AWARD unanimously agreed to by  
PUBLIC ARBITRATION PANEL

  
Samuel Ranhand  
Impartial Chairman

  
Susan S. Savitt, Esq.  
City of Yonkers, Designee

  
Richard Hartman, Esqs.  
PBA Designee

Dated: February 25th , 1978

State of New York            )  
County of Westchester    : ss. :  
City of Yonkers            0

On the 25th day of February, 1978, before me personally came and appeared, SAMUEL RANHAND, SUSAN S. SAVITT and RICHARD HARTMAN, 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.

  
MARY A. NAPPI  
Commissioner of Deeds  
City of Yonkers, N.Y.  
Commission Expires Dec 31, 1978