

PUBLIC EMPLOYMENT RELATIONS BOARD

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RELATIONS
MAR 7 - 1979
CONCILIATION

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In the Matter of the Arbitration

between :

TOWN OF NORTH CASTLE :

"Town" :

Case No. IA-34
M77-714

-and- :

POLICE BENEVOLENT ASSOCIATION :

"Union" :
-----x

PUBLIC ARBITRATION PANEL

- S. L. Aiges, Chairman of Public Member
- Bonnie Brook, Employer Member
- John P. Henry, Employee Organization Member

APPEARANCES

For the Town:
 BROWN & HALL
 Gordon Brown, Esq., Of Counsel

For the Union:
 HARTMAN & LERNER
 Reynold Mauro, Esq., Of Counsel

The New York State Public Employment Relations Board ("PERB") determined that a dispute exists in negotiations between the parties hereto. That dispute falls under the provisions of the Civil Service Law, Section 209, 4, as amended July 1, 1977. PERB, pursuant to the authority vested in it under that provision, designated a Public Arbitration Panel for the purpose of making a just and reasonable determination in the dispute. It appointed Stanley L. Aiges to serve as Public Panel Member and Chairman; Bonnie Brook to serve as Employer Panel Member; and John P. Henry to serve as Employee Organization Panel Member.

The hearing was held on January 2, 1979. All matters relating to the dispute were heard. Each party was provided a full opportunity to present evidence, testimony and argument in support of its respective position. The parties waived their right to have a verbatim transcript taken. Post-hearing briefs were not filed.

Five issues are in dispute. They are:

1. Term
2. Salary Rates
3. Tour Switches
4. Overtime Computation
5. Call-Back.*

*All other open issues were withdrawn by the parties at the hearing.

Before proceeding to the merits of these issues, several introductory comments are necessary. In reaching our determination on each of the above issues, the Panel members 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 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, however. 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 have 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.

This dispute evolves out of efforts to re-negotiate an agreement which was to terminate on December 31, 1977. (It has remained in force pending a decision here.) Thus, at this writing, the parties' dispute is some 14 months old. A final resolution is long past due. To expedite one, the parties specifically requested that the Panel forego the usual written analysis of their respective positions and our reasoning. Instead, they ask that we simply set forth our determination. We are willing to cooperate in order to expedite issuance of this Award.

* * *

ISSUE NO. 1: TERM

We AWARD a two-year contract term. That is, one which will span the period January 1, 1978 through December 31, 1979.

ISSUE NO. 2: SALARY RATES

We AWARD the following salary schedule:

<u>Rank</u>	<u>Effective Date</u>			
	<u>1/1/78</u>	<u>7/1/78</u>	<u>1/1/79</u>	<u>7/1/79</u>
Patrolman* (Top Step)	\$17,142	\$17,692	\$18,342	\$18,932
Detective	19,429	20,079	20,829	21,579
Sergeant	19,900	20,575	21,350	22,125
Lieutenant	22,168	22,918	23,768	24,618

ISSUE NO. 3: TOUR SWITCHES

We AWARD that the present 72-hour restriction on tour "swaps" be rescinded. However, the Chief of Police shall necessarily retain authority to administer terms reasonably.

*Salary increases for lower grade patrolmen shall be in equal dollar amounts.

ISSUE NO. 4: OVERTIME

We AWARD that overtime shall continue to be computed on the basis of a 40-hour basic work week.

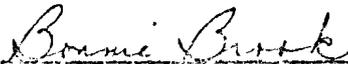
ISSUE NO. 3: CALLBACK

We AWARD that the minimum call back for employees shall be three hours. Employees recalled to duty shall be paid time and one-half for time worked; however, if such work entails less than three hours, the time remaining (of the three hour call back minimum) shall be computed at straight-time.

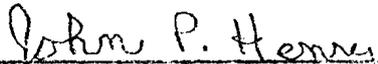
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Stanley L. Aiges, Chairman and
Public Panel Member



Bonnie Brook, Employer Panel Member



John P. Henry, Employee Organization
Panel Member

March 1, 1979

State of New Jersey

County of Bergen

On this 1st day of March, 1979, before me personally came and appeared Stanley L. Aiges, Bonnie Brook, and John P. Henry, 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.



LEILA AIGES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 1, 1983