

N.Y.S. PUBLIC EMPLOYMENT RELATIONS BOARD
RECORDED

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF THE ARBITRATION BETWEEN :

CITY OF YONKERS :

-and- :

POLICE ASSOCIATION OF THE
CITY OF YONKERS :

CASE NO. IA-80-8; M80-92 :

ARBITRATION

PANEL'S AWARD

The Public Arbitration Panel (hereinafter referred to as the "PANEL") comprised of Anthony C. Russo City Appointee, Paul Carozza PBA Appointee, and Paul G. Kell Chairman was appointed in accordance with the provisions of the NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD to inquire into the cause and circumstances of the continued impasse between the CITY OF YONKERS (hereinafter referred to as the "CITY") and the POLICE ASSOCIATION OF THE CITY OF YONKERS (hereinafter referred to as the "PBA"), and to render an Interest Arbitration Award.

Sessions were held with the Parties between the date of appointment and June 15, 1981. As a result of discussions with the Parties at the arbitration hearing on June 15, 1981, the Parties agreed to the following Consent Award.

APPEARANCES: FOR THE CITY:

IRVING T. BERGMAN, ESQ., Attorney for the City.

FOR THE PBA:

MICHAEL C. AXELROD, ESQ. of Richard Hartman, Esq., Attorney for the PBA.

(A) IN GENERAL:

STATUTORY PROVISIONS APPLICABLE TO COMPULSORY INTEREST ARBITRATION
PURSUANT TO CIVIL SERVICE LAW, SECTION 209.4 (As amended July 1,
1977)

(iii) the public arbitration panel shall hold hearings on all matters related to the dispute. The parties may be heard either in person, by counsel, or by other representatives, as they may respectively designate. The parties may present, either orally or in writing, or both, statements of fact, supporting witnesses and other evidence, and argument of their respective positions with respect to each case. The panel shall have authority to require the production of such additional evidence, either oral or written as it may desire from the parties and shall provide at the request of either party that a full and complete record be kept of any such hearings, the cost of such record to be shared equally by the parties;

(iv) all matters presented to the public arbitration panel for its determination shall be decided by a majority vote of the members of the panel. The panel, prior to a vote on any issue in dispute before it, shall, upon the joint request of its two members representing the public employer and the employee organization respectively, refer the issues back to the parties for further negotiations;

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

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 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, medical and hospitalization benefits, paid time off and job security.

(vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining agreement or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority.

(vii) the determination of the public arbitration panel shall be subject to review by a court of competent jurisdiction in the manner prescribed by law.

(B) Arbitration sessions were held with the Parties between the date of appointment and June 15, 1981, at which time evidence was presented in relation to the issues at impasse. Additional sessions were scheduled with the Parties for the purpose of completing the testimony and evidence, including a session on June 15, 1981.

(C) The Public Arbitration Panel met with the Parties on June 15, 1981; after consultation with the Parties; after both the Parties and the Panel considered the Parties respective positions and weighed them against the statutory criteria contained in Section 209.4; and with the approval and concurrence of both Parties, the Panel renders the following Consent Award:

AWARD OF PUBLIC ARBITRATION PANEL:

THE PUBLIC ARBITRATION PANEL RENDERS THE FOLLOWING CONSENT AWARD:

1. The base salary effective July 1, 1981 (in addition to the 9/3/80 settlement) shall be increased by \$700.00, effective July 1, 1981.
2. The July 1, 1981 starting rate shall not be increased by \$700.00, but all other steps shall be so increased.
3. The expiration date of the July 1, 1980 agreement shall be February 28, 1982.

4. The number of days for conventions, seminars, etc. included in the contract for Union Board Members, shall be reduced by 8 days per man.

DATED: June 19, 1981

Respectfully submitted,

Paul G. Kell

PAUL G. KELL, Chairman

Anthony C. Russo
ANTHONY C. RUSSO (Concur)

Paul D. Carozza
PAUL CAROZZA (Concur)

STATE OF NEW JERSEY)
COUNTY OF HUDSON) ss:

On this 19th day of June 1981, before me, the subscriber, a Notary Public of New Jersey, personally came and appeared PAUL G. KELL, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged that he executed the same.

Ramona R. Roberts
RAMONA R. ROBERTS, Notary Public
of New Jersey; Commission Expires
September 10, 1985.

RAMONA R. ROBERTS
A Notary Public of New Jersey
My Commission Expires Sept. 10, 1985

STATE OF NEW YORK)
COUNTY OF *New York*) ss:

On this 19th day of June 1981, before me, the subscriber, a Notary Public of New York, personally came and appeared ANTHONY C. RUSSO, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged that he executed the same.

LENDRE KAPPEN
Notary Public, State of New York
No. 41-7161230
Qualified in Queens County
Commission Expires March 30, 1982

Lendre Kappen
Notary Public of New York; Com-
mission Expires 3/30/82

STATE OF NEW YORK)
COUNTY OF *New York*) ss:

On this 19th day of June 1981, before me, the subscriber, a Notary Public of New York, personally came and appeared PAUL CAROZZA, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged that he executed the same.

LENDRE KAPPEN
Notary Public, State of New York
No. 41-7161230
Qualified in Queens County
Commission Expires March 30, 1982

Lendre Kappen
Notary Public of New York; Com-
mission Expires 3/30/82