

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

----- X
In the Matter of the Interest Arbitration between:

POLICE ASSOCIATION OF THE TOWN OF GREENBURGH : O P I N I O N
- and - : A N D
TOWN OF GREENBURGH : A W A R D

RECEIVED
FEB 01 1984
CONCILIATION

----- X IA-82-37;
M-82-509

Pursuant to Section 209.4 of the New York Civil Service Law, the Public Employment Relations Board, has established a Public Arbitration Panel composed of Terence M. O'Neil, Esq., as Employer Panel Member, Peter J. Reilly, President, Police Conference of New York, as Employee Organization Member, and the undersigned, as Public Panel Member and Chairman, for the purpose of making a just and reasonable determination of the continuing dispute existing in the negotiations between the above named parties, hereinafter "Association" and "Town".

Due notice having been given, hearings were held on April 29, May 9, June 22, July 5 and July 8, 1983, at which the parties appeared by John Kapica, President, and Morton N. Weckstein, Esq., for the Association, and by Ernest R. Stolzer, Esq., and Albert Schnall, Commissioner, on behalf of the Town and were afforded full opportunity to present evidence, examine

witnesses and make argument in support of their respective positions. In addition, the Association submitted a substantial post-hearing brief which has been considered along with the material offered in the hearing in the preparation and issuance of the following decision.

Following the close of the hearing and receipt of the record, the Panel met in executive session on October 4, 1983 and reviewed the material presented, weighed the arguments offered and deliberated on all of the issues submitted, taking into consideration, in addition to any other relevant factors, the following criteria set forth in Section 209.4(c) (v) of the Civil Service Law:

(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.

The parties have made complete and cogent presentations of their positions. The record of the proceedings consisted of some 270 pages of testimony and argument and included a total of 85 exhibits. No useful purpose is served by a burdening of this report with a cataloguing of the data and documentation offered or in an extended exposition of the arguments or justifications put forward. Suffice it to say that the Panel has given careful consideration to the presentations made as well as to other data and factors as has been deemed relevant in light of the guidelines set down by the governing statute and the economic realities. The Award that follows reflects the unanimous concurrence of the Panel of a just and reasonable determination of these matters in dispute.

AWARD

1. Length of Agreement:

The Agreement shall be of two (2) years duration, commencing January 1, 1983 and expiring December 31, 1984.

2. Wages:

The current salary guide shall be increased as follows:

- Effective January 1, 1983 - Five percent (5%) across-the-board;
- Effective July 1, 1983 - Three percent (3%) across-the-board;
- Effective January 1, 1984 - Six percent (6%) across-the-board;
- Effective July 1, 1984 - Two percent (2%) across-the-board;

Additionally, the starting salary for patrol officers hired after October 15, 1983 but prior to January 1, 1984 shall be \$20,000, and for those hired after January 1, 1984, the starting rate shall be \$19,000. Both of these groups shall move in three (3) equal annual steps to the then existing first grade patrol officer rate.

The salary structure and rates reflected by the above adjustments are as follows:

1983
OFFICERS HIRED PRIOR TO OCTOBER 15, 1983

<u>January 1, 1983</u>		<u>July 1, 1983</u>	
5th Grade Police Officer	\$24,924	5th Grade Police Officer	\$25,672
4th Grade Police Officer	\$25,312	4th Grade Police Officer	\$26,071
3rd Grade Police Officer	\$25,701	3rd Grade Police Officer	\$26,472
1st & 2nd Grade Police Officer	\$26,089	1st & 2nd Grade Police Officer	\$26,872
Detective	\$28,698	Detective	\$29,559
Sergeant	\$30,002	Sergeant	\$30,903
Lieutenant	\$33,916	Lieutenant	\$34,934
Captain	\$37,829	Captain	\$38,964

OFFICERS HIRED ON OR AFTER OCTOBER 15, 1983

5th Grade Police Officer	\$20,000
4th Grade Police Officer	\$22,290
3rd Grade Police Officer	\$24,580
1st & 2nd Grade Police Officer	\$26,872

1984
OFFICERS HIRED PRIOR TO OCTOBER 15, 1983

<u>January 1, 1984</u>		<u>July 1, 1984</u>	
5th Grade Police Officer	\$27,212	5th Grade Police Officer	-----
4th Grade Police Officer	\$27,635	4th Grade Police Officer	\$28,183
3rd Grade Police Officer	\$28,060	3rd Grade Police Officer	\$28,621

OFFICERS HIRED PRIOR TO OCTOBER 15, 1983 (Continued)

1st & 2nd Grade Police Officer	\$28,484	1st & 2nd Grade Police Officer	\$29,054
Detective	\$31,332	Detective	\$31,959
Sergeant	\$32,757	Sergeant	\$33,412
Lieutenant	\$37,029	Lieutenant	\$37,770
Captain	\$41,302	Captain	\$42,128

OFFICERS HIRED FROM OCTOBER 15, 1983 TO DECEMBER 31, 1983

<u>January 1, 1984</u>		<u>July 1, 1984</u>	
5th Grade Police Officer	\$20,000	5th Grade Police Officer	\$20,000
4th Grade Police Officer	\$22,828	4th Grade Police Officer	\$23,018
3rd Grade Police Officer	\$25,656	3rd Grade Police Officer	\$26,036
1st & 2nd Grade Police Officer	\$28,484	1st & 2nd Grade Police Officer	\$29,054

OFFICERS HIRED ON OR AFTER JANUARY 1, 1984

<u>January 1, 1984</u>		<u>July 1, 1984</u>	
5th Grade Police Officer	\$19,000	5th Grade Police Officer	\$19,000
4th Grade Police Officer	\$22,161	4th Grade Police Officer	\$22,351
3rd Grade Police Officer	\$25,322	3rd Grade Police Officer	\$25,702
1st & 2nd Grade Police Officer	\$28,484	1st & 2nd Grade Police Officer	\$29,054

All fractions of a dollar rounded off to the nearest whole dollar

The new higher rates shall be implemented no later than the second pay period following the date of this Award and all retroactive monies due shall be paid by separate check no later than ninety (90) days following the date of this award.

3. Holidays:

Effective January 1, 1983, the day before Christmas shall be designated as an additional paid holiday.

Effective January 1, 1984, Easter Sunday shall be designated as an additional holiday.

4. Longevity:

Effective January 1, 1983, longevity payment upon the completion of ten (10) years of service shall be increased by \$50.

5. Vacations:

Effective January 1, 1984, the vacation allowance for the first year of service shall be increased by five (5) additional working days to a total of ten (10).

6. Welfare Plan Contributions:

Effective January 1, 1984, the Town's contribution to the Police Association Welfare Fund shall be increased \$50 for each member.

7. Uniform Replacement and Maintenance:

Effective January 1, 1984, the allowance to new officers for initial issue shall be increased by \$50.

8. Bereavement Leave:

Effective January 1, 1984, Bereavement Leave of one (1) day shall be extended to cover grandparents of the employee and spouse.

9. Health Coverage:

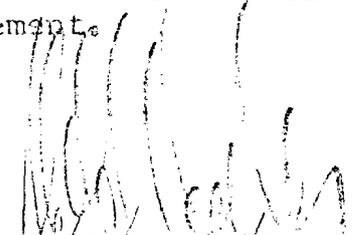
The Town shall be permitted to secure alternative medical insurance coverage provided
a-it consults with the Association prior to the selection of such other coverage,
b-the alternative plan is comparable
c-any dispute as to comparability shall be submitted to binding arbitration prior to the implementation of any new plan.

10. All other terms and conditions of the prior Agreement not modified by this Award or by the express agreement of the parties shall continue unchanged into the new Agreement.

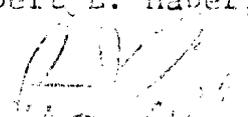
DATED: November 11, 1983



Terence N. O'Neil
Employer Panel Member



Herbert L. Haber, Chairman



Peter J. Reilly
Employee, Organization Member

STATE OF N.J.)
) ss:
COUNTY OF Bergen)

On this 17th day of November, 1983, before me personally came and appeared Herbert L. Haber, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Lillian J. Kindergran
LILLIAN J. KINDERGRAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 19, 1988

STATE OF New York)
) ss:
COUNTY OF Westchester)

On this 2nd day of December, 1983, before me personally came and appeared Terence M. O'Neil to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Leila Krim
LEILA KRIM
Notary Public, State of New York
No. 30-4729c22
Qualified in Putnam County
Commission Expires March 30, 1987

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On this 12th day of December, 1983, before me personally came and appeared Peter J. Reilly to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Leila Krim