

In its deliberations the panel took a balanced approach, realizing that not all proposals can be granted at the same time. More important, however, was the fact that the panel used specific criteria in reaching its decision. Some of these criteria were afforded great weight and others lesser weight. Where applicable, the undersigned have given great weight to comparative data. The Award, therefore, is reflective of police contracts in general and settlements in the area surrounding Minoa in particular. In addition, considerable weight has been given to the Village's ability to pay. The undersigned, thus, have taken care to avoid placing an undue burden upon the employer. Some weight has been given to employment qualifications--especially the problem of attracting and maintaining a high quality police force. Some weight has also been given to the history of bargaining between the parties as well as the problems created by increases in the cost of living.

It should be noted that in the course of deliberation, it became clear that the parties were in essential agreement over certain issues. Where applicable, the Award will reflect that fact.

1. Duration

Both parties agree that the contract shall be of two years' duration retroactive to June 1, 1983.

2. Wages and Longevity

At the time the parties requested arbitration the Village had offered a wage increase of 4.5% in each of the two years of the contract. The Association asks that their average salary be moved from the current level of \$17,700 to \$21,500 over a period of two years.

As is indicated the undersigned have carefully analyzed the comparative data supplied as well as the ability of the District to pay. In addition we have considered the costs of other benefits contained in the Award. In the light of these factors, the undersigned have determined that the increase in the first year should be 4% granted as of June 1, 1983 and an additional 3% as of December 1, 1983. In the second year the increase shall be 3% as of June 1, 1984 and an additional 5% as of December 1, 1984. The undersigned believe that the "split raise" formula will help the police achieve salaries comparable to those of their counterparts, while allowing the Village to accomplish this goal gradually.

In furtherance of the above goal the undersigned have determined that a longevity increase shall occur in the second year of the contract. This shall consist of \$150.00 to be paid after three years of service and \$300.00 to be paid after six years of service.

3. Overtime

The Association has requested that time and one half be paid either in dollars or compensation time at the option of the employee. It has further requested that the overtime call-in minimum be set at four hours. Lastly, it asks that overtime be paid in a minimum of one hour blocks.

The undersigned have carefully considered the Association's arguments. We find, however, that they are not persuasive. We, therefore, do not include this proposal in our determination. The only order we make regarding overtime will be dealt with in the section on "Holidays."

4. Shift Differential

The Association has requested a 10¢ night shift differential. It bases its case primarily on the fact that shifts are not rotated in Minoa, with the result that some officers are permanently placed on undesirable shifts without being compensated for the inconvenience. On the same ground the Association seeks some consideration for officers working the weekend shift.

The undersigned have determined that the Association's request is a reasonable one given the lack of rotation and the fact that such differentials are not uncommon in the area. Accordingly, we order that the Village pay a night shift differential of 10¢ and a weekend shift differential of \$5.00 per regularly scheduled daily shift.

5. Holidays

The Association asks that the number of holidays be increased from nine to thirteen. It bases its request on its belief that all other police forces in the County receive more holidays than Minoa. It further asks that employees who work a holiday be remunerated at time and one half.

The undersigned agree that Minoa police holidays are below the area standard. We therefore order that this number be increased to ten in the first year of the contract and eleven in the second year. We further order that on Thanksgiving, Christmas and New Years Day those officers who are required to work shall be compensated at time and one half and those officers who are required to work on any other holiday shall be compensated at straight time. This shall be in addition to normal holiday compensation. Such compensation shall be retroactive to June 1, 1983.

6. Vacation

The Association has asked for an increase in vacation ranging from ten days for first year employees to 30 days for employees with fourteen or more years of service. It bases its request on its belief that it is below the area standard in this regard.

The undersigned have considered the data supplied by the parties and have determined that an increase in vacation time is warranted. We therefore order that vacations be granted as follows:

10 days in the second year of service
15 days in the third, fourth, fifth and sixth
year of service

17 days in the seventh, eighth and ninth year of service
20 days after the ninth year of service.

The parties shall retain their current practices regarding vacations taken during the first year of service.

7. Sick Leave

The Association seeks to move sick leave from 1.25 to 2 days per month. It further asks that there be no limit on accumulation and that, on termination of employment, officers shall be paid in full, at the prevailing wage, for unused sick leave.

The undersigned believes that the Association has somewhat exaggerated its needs. Nonetheless we do agree that comparative data show that an improvement is warranted. We, therefore, order that sick leave be increased to 1.5 days per month. We further order that a sick leave bank be created and that contributions by the bargaining unit be matched by the employer but that in no case shall the employer's total contribution be more than 20 days. Employees may contribute as many days as they wish.

8. Clothing Allowance

The Association has proposed stipends of \$750 per year for the cleaning and maintenance of uniforms and a \$500 stipend for clothing maintenance for plain clothes personnel. It further proposed that clothing of full and part time employees which has worn out or been lost or damaged in the

course of duty be replaced by the Village. Lastly the Association asks for an allowance of \$15 per work week for all part time employees.

The Village and Association have mutually agreed that the employer will provide full time officers with cleaning and replacement of uniforms as needed plus a \$200 uniform allowance in accordance with the standards set forth in the expired agreement. They have also reached agreement regarding part time employees. This will be dealt with below.

9. Retirement

The Association has proposed a substantial improvement in the retirement plan known as the "Special Twenty Year Plan." It argues that the current plan is the cheapest available and that many police forces provide their officers with better retirement benefits.

The undersigned do not believe that, given the other improvements in wages and in fringes, the current retirement plan will be inadequate over the life of the new contract. The Association proposal is, therefore, rejected.

10. PBA Business

The Association has proposed that its President be granted paid time off to deal with PBA meetings, negotiations, grievances and annual Police Conference Conventions.

The undersigned do not believe that released time for union business is necessary for the wide variety of purposes

proposed by the Association. We do, however, agree that some consideration here is appropriate. We, therefore, order that the PBA President or his/her designee be granted two days of unpaid leave to attend police conferences.

11. Arbitration

The Association wishes to replace Article 75 disciplinary proceedings with binding arbitration. The parties have agreed to continue to appeal discipline, other than discharge, to Article 75 proceedings. They have further agreed that discharge cases will go to binding arbitration.

12. Education Allowance

The Association has proposed that the Village reimburse employees for course work leading to a degree and, further, to pay annual stipends to employees who earn such degrees. The undersigned do not believe that the benefit requested is warranted given the improvements in wages and fringes already ordered. The proposal is, therefore, rejected.

13. Part Time Employees

The parties have agreed that part time employees should receive the same percentage wage increase as their full time counterparts. They have further agreed that the Village will clean their uniforms and give them 2 new shirts and one new pair of pants on the anniversary of their date of hire. The provision of shirts and pants shall commence in the second year of the contract.

James R. Markowitz
James R. Markowitz
Public Panel Member and Chair

STATE OF NEW YORK
COUNTY OF TOMPKINS

On this *17th* day of *March* 1984, before me personally came and appeared JAMES R. MARKOWITZ 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.

Notary Public, State of New York
No. 423095
Qualified in Tompkins County
Term Expires March 30, 1985

Charles L. Rooney

Raymond L. Kruse
Raymond Kruse, Esq.

STATE OF NEW YORK
COUNTY OF

On this *8th* day of *February*, 1984, before me personally came and appeared RAYMOND KRUSE, ESQ. 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.

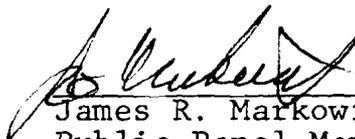
ALICE T. WENZ
Notary Public, State of New York
4647162
Certified in Rockland County
Commission Expires March 30, 1985

Alice T. Wenz

John Gaal, Esq.

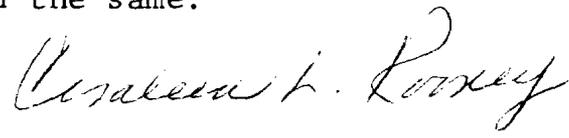
STATE OF NEW YORK
COUNTY OF

On this _____ day of _____, before me personally came and appeared JOHN GAAL, ESQ. 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.


James R. Markowitz
Public Panel Member and Chair

STATE OF NEW YORK
COUNTY OF TOMPKINS

On this 17th day of March 1984, before me personally came and appeared JAMES R. MARKOWITZ 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.

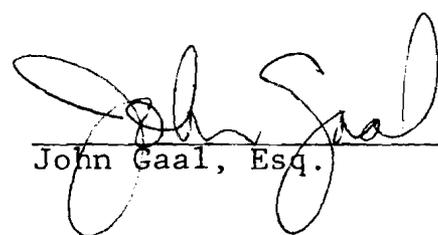


COPY TO
Notary Public
Qualified in Onondaga County
Term Expires March 30, 1985

Raymond Kruse, Esq.

STATE OF NEW YORK
COUNTY OF

On this _____ day of _____, before me personally came and appeared RAYMOND KRUSE, ESQ. 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.


John Gaal, Esq.

STATE OF NEW YORK
COUNTY OF

On this _____ day of _____, before me personally came and appeared JOHN GAAL, ESQ. 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.


JANET H. BLISS
Notary Public, State of New York
Qualified in Onon. Co. No. 4786975
My Commission Expires March 30, 19 85