

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

THE BOARD'S LEGAL
COUNSEL
MAY 22 1987

-----X
: IN THE MATTER OF THE ARBITRATION

Between

TOWN OF NEW WINDSOR

Public Employer

-and-

NEW WINDSOR POLICE
ASSOCIATION

Public Employee Unit :
-----X

: CONCILIATION
:
: (Consent)
: AWARD OF
: ARBITRATION
: PANEL
:
: PERB IA-86-7
: (M85-440)

Under date of July 31, 1986, the New York State Public Employment Relations Board determined that a dispute continued to exist in the negotiations involving the parties designated herein, and that said dispute came under the provisions of the Civil Service Law, Section 209.4.

Pursuant to the authority vested in the New York State Public Employment Relations Board under Section 209.4 of the Civil Service Law, a Public Arbitration Panel was designated for the purpose of making a just and reasonable determination of the dispute.

The Public Arbitration Panel consists of the following: -

PUBLIC PANEL MEMBER AND CHAIRMAN

Lawrence I. Hammer
100 Veterans Blvd.
Massapequa, N. Y. 11758

EMPLOYER PANEL MEMBER

Ross Haber [1]
2 Winthrop Drive
Dix Hills, New York 11746

EMPLOYEE/ORGANIZATION PANALIST

Reynold A. Mauro
353 Veterans Memorial Highway
Commack, New York 11725

At the time of the designation of the Panel, there was pending before the Public Employment Relations Board a SCOPE petition involving one of the proposals on the negotiating table.

A preliminary hearing thereon was at the time scheduled for September 3, 1986. Both parties to the subject impasse were accordingly desirous of not scheduling any Interest Arbitration hearing until after such September 3rd date.

Hearing was subsequently held on October 14, 1986 at which the full negotiating teams for both parties were present, and at which all parties were given an adequate opportunity of giving testimony and presenting both orally and in written form, documentation and data to substantiate its respective positions.

Several executive sessions were thereafter scheduled commencing with one set for November 14, 1986. For one reason or another, differently scheduled executive sessions continued to be cancelled.

Executive sesssions were ultimately held on February 6 and March 6, 1987 in Massapequa, New York

[1] Ross Haber was a replacement designated by the Town of New Windsor on September 22, 1986 to replace the original designee, Walter Kaury.

The statutory provisions applicable to the Compulsory Interest Arbitration as set forth within Section 209.4 of the Civil Service Law, directs that the Public Arbitration Panel in arriving at a just and reasonable determination of the matters in dispute, shall specify the basis for its findings, taking into consideration:-

- 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 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.

In addition, the Statute directs the panel to take into consideration any other relevant factors.

At the initial executive session, at which counsel was also in attendance, the panel discussed and evaluated the facts presented and the evidence offered, and considered the arguments offered during the actual hearing. An effort at mediation requested by the parties was in addition, undertaken.

Between the first and the second executive sessions, attorneys for the parties apparently met and gave instructions to their respective panel designees, modifying prior positions, which in turn enabled the panel to work out a AWARD to which the parties were in agreement.

The items agreed to and comprising the CONSENT AWARD involved the following provisions of the most recently expired Collective Bargaining Agreement: -

1. Article 5, Paragraph 14 relating to Overtime.
2. Article 7, Paragraph 22 relating to Extra Duties.
3. Article 9, Paragraph 29 relating to Ammunition.
4. Article 10, Paragraph 32 relating to Health Insurance.
5. Article 10, Paragraph 34 relating to a Welfare Fund.
6. Article 17, Paragraph 52 relating to Police Orientated Education.
7. Duration.
8. Salaries.
9. Duty Schedules.
10. Retirement - Pension Plan

ACCORDINGLY, based upon the agreement of the parties duly represented by counsel, the Panel hereby makes the following CONSENT AWARD: -

1. ARTICLE 5 - PARAGRAPH 14

That portion of the paragraph that states ". . . . for each hour in excess of twelve (12) hours so worked, the police officer shall be paid two (2) times his hourly salary." shall be amended so as to read ". . . for each hour in excess of sixteen (16) hours so worked, the police officer shall be paid two (2) times his hourly salary. . . . "

2. ARTICLE 7 - PARAGRAPH 22

That portion of the paragraph that states ". . . . A police officer who works any extra time on a calendar day not part of his tour of duty and not contiguous with a tour of duty, shall be credited with a minimum of three (3) hours worked or the actual time worked, whichever is more, and shall be paid 1 1/2 times his hourly salary for the first four (4) hours, and two (2) times his hourly salary for each hour thereafter", shall be amended so as to indicate that he ". . . . shall be paid 1 1/2 times his hourly salary for the first eight (8) hours and two (2) times his hourly salary for each hour thereafter".

That in addition a sub-section be added to indicate that it is not the intention of the parties to have anyone work a 16 hour shift.

3. ARTICLE 9 - PARAGRAPH 29

That portion of the paragraph that states "The Town shall, at its expense, supply each police officer with 300 rounds of ammunition semi-annually to be used for qualifying purposes." shall henceforth read as follows: - "The Town shall, at its expense, supply each police officer with ammunition to be used for qualifying purposes. This expense is to be in addition to the annual clothing allowance".

4. ARTICLE 10 - PARAGRAPH 32

That portion of the paragraph that states that the Health Insurance Plan "shall be that of the Blue Cross - Blue Shield and Major Medical", shall henceforth state that the insurances offered shall be "the same or a better plan than would be received under Blue Cross-Blue Shield and Major Medical".

In addition a new paragraph be added indicating that: -

"Any employee who elects not to be covered by the offered Health Insurances shall receive a one time bonus of \$1,000.00. Should such employee ever elect to reenter the program, and to be covered by the offered Health Insurances, the \$1,000.00 bonus, must as a condition for reentry, be refunded to the Town".

5. ARTICLE 10 - PARAGRAPH 34

Paragraph 34 states as follows: -

"Effective December 31, 1984 the Town shall contribute one hundred dollars (\$100.00) per year per full time member of the bargaining unit to a Welfare Fund, said Welfare Fund to be administered by the P. B. A. "

An additional paragraphs be added to reflect the following: -

"That all funds currently in the Welfare Fund be accounted for in the December, 1987 year end accounting.

"If expenditures are not made or funds not accounted for, the Town's obligations under Paragraph 34 shall cease and the paragraph be deleted from the contract".

6. ARTICLE 17 - PARAGRAPH 52

Paragraph 52 which currently obligates the Town to advance 100% of the costs of tuition for police oriented education, shall be amended to read as follows: -

"A police officer who undertakes to avail himself of the opportunity to pursue a study of police oriented education shall have 75% of his tuition at such place of education paid for by the Town. Upon such officers obtaining the appropriate Associate or Bachelor's Degree in Police Science, the remaining 25% of the tuition costs shall be reimbursed by the Town".

In addition the following paragraphs shall be added as sub-sections:-

"The foregoing shall apply only to the minimum number of required courses in Police Science or Law enforcement oriented subjects necessary to obtain either an Associate or Bachelor's Degree in Police Science.

"That no more than one Bachelor's Degree in Police Science shall be eligible for reimbursement or for the bonus referred to in Paragraphs 55 and/or 56".

7. DURATION

That the contract be retroactive to January 1, 1986 and shall cover calendar years 1986, 1987 and 1988.

8. SALARIES

1. That all salaries be increased by a sum equal to 4%, retroactive to January 1, 1986.
2. That all salaries be further increased, retroactive to July 1, 1986 by a sum equal to 2%.
3. That all salaries be further increased by a sum equal to 3%, retroactive to January 1, 1987.
4. That on July 1, 1987 all salaries be further increased by a sum equal to 3%.
5. That on July 1, 1988 all salaries be increased by a sum equal to 2 1/2%.

9. DUTY SCHEDULES

The parties have agreed to a new duty chart, to take effect immediately. The precise details of such are not germane except that the chart agreed to be, by reference, made a part of this Consent Award.

Before any further changes are to be instituted, same must be the subject of negotiations. The Union, however, shall not be unreasonable in their objections or in resolving any problems.

Duty assignments shall not be used for purposes of discipline.

Any problems in connection with the duty chart shall be subject to the grievance procedure of the Collective Bargaining Agreement.

10. RETIREMENT - PENSION PLAN

That the Town implement, effective on December 31, 1987 Retirement Pension Plan 384D.

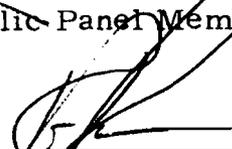
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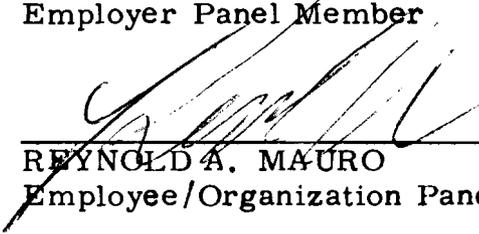
In addition to the above items which comprise the CONSENT AWARD, the Panel unanimously decrees that all portions of the most recently expired Collective Bargaining Agreement, not modified by, or made inconsistent by

the terms of this Award issued on the consent of the parties, shall continue and be a part of the 1986-1988 Collective Bargaining Agreement.

Dated: Massapequa, N. Y.

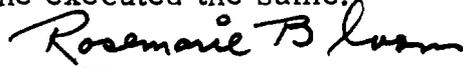

LAWRENCE I. HAMMER
Public Panel Member & Chairman


ROSS HABER
Employer Panel Member


REYNOLD A. MAURO
Employee/Organization Panel Member

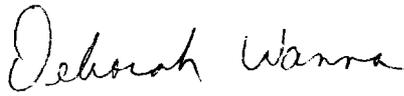
State of New York)
County of Nassau) ss: -

On the ^{may} 12 day of ~~April~~ 1987, before me came Lawrence I. Hammer, to me known to me to be the person who executed the foregoing Arbitration Award and he duly acknowledged to me that he executed the same.


ROSEMARIE BLOOM
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01 81481338
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES APRIL 30, 1987

State of New York)
County of Nassau) ss: -

On the ^{8th} day of ^{may} ~~April~~ 1987, before me came Ross Haber, to me known to me to be the person who executed the foregoing Arbitration Award and he duly acknowledged to me that he executed the same.


DEBORAH WANNA
NOTARY PUBLIC, State of New York
No. 30-4742316
Qualified in Nassau County
Commission Expires ~~March 30, 1987~~
Sept 30, 1987

State of New York)
County of Nassau) ss: -

On the 14th day of ~~April~~^{May} 1987, before me came Reynold A. Mauro,
to me known to me to be the person who executed the foregoing Arbitration
Award and he duly acknowledged to me that he executed the same.


KAREN M. MOREA
Notary Public, State of New York
No. 01M04855391
Qualified in Suffolk County
Commission Expires April 7, 1988