STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Interest Arbitration

between

Police Benevolent Association of the
City of White Plains, Inc.

and

City of White Plains
PERB Case No. IA91-041 M91-26

Opinion of Chairman

Award of Panel

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED
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CONCILIATION

Panel of Arbitrators:

Maurice C. Benewitz, Impartial Chairman
Bertrand B. Pogrebin, Esq., City Panel Member
Edward W. Guzdek, Union Panel Member

The parties were signatories to a collective agreement dated effective July 1, 1989 through June 30, 1991 (Ex. J-11). They held unsuccessful negotiations between April 1991 and January 1992. Thereafter, on March 9, 1991, the PBA petitioned the Public Employment Relations Board for the appointment of a public arbitration panel (Ex. J-2). The city filed a response on April 1, 1992 (Ex. J-3). By letter of May 5, 1992, the undersigned panel was designated to hear and decide the unresolved dispute (Ex. J-1).

The panel conducted hearings in the City of White Plains on January 8, 1993, February 17, 1993, March 19, 1993 and June 30, 1993. The hearings were transcribed.

The parties entered testimony and exhibits. Subsequent to the close of hearings, briefs and answering briefs were submitted to the panel. Thereafter,

an executive session convened on January 15, 1994.

The panel issued an interim award on January 27, 1994. That award is appended as Exhibit "A" to this opinion and award.

The opinion is solely that of the neutral chairman who carefully read the transcript and all of the exhibits. The award was agreed upon unanimously by the panel.

Criteria For Decision

Section 209.4 of the Civil Service Law sets forth the criteria which are to be considered in the resolution of covered disputes by public arbitration panels (Section (c) (v):

1. 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;

2. the interests and welfare of the public and the financial ability of the Village to pay;

3. 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

4. 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.

Stipulations

After the PBA petition for the arbitration panel issued and the city response was filed, the parties executed a settlement on January 3, 1993 in which demands were withdrawn and others were agreed upon (Ex. J-4). (Both parties had filed unfair labor charges which also were withdrawn by the stipulation.)

The parties stipulated at the hearing and the panel provided in its interim award of January 27, 1994 that

> 2. The new Agreement shall commence on July 1, 1991 and terminate on June 30, 1993.

We reaffirm this order.

The contract modifications agreed upon in the stipulation were found by the interim award to be adopted and we here reaffirm that ruling which reads:

> 1. All provisions of the 1989-1991 Agreement shall remain in full force and effect, except as previously modified by the parties by Stipulation of Settlement entered in evidence as Joint Exhibit 4, pp8-13 (attached), and except as modified below.

(The stipulation is reproduced as a part of Exhibit "A").

Union Open Items

1. Adopt 4 day on, 72 hours off work week.

2. Work year of 232 8-hour days. (1656 hours).

3. Base pay increases of 9.5% and 9% over 2 years.

4. Time and one-half for all required work above the standard of 1656 hours (staff differential pay).

5. Compensate for 10 minute early reporting time at the rate of 3.5% of base pay.

6. Establish defined aggregate annual salary (base pay & holiday pay & early reporting pay) and use this as basis for computing overtime and all other differentials and supplements.

7. Increase to 20% the differentials for sergeant, lieutenant, captain.

8. Incorporate supplementary income payments for holiday pay and the like into bi-weekly pay structure.

9. Base overtime on work beyond new standard work week (1656 ÷ 52) or beyond week computed on lowest number of annual duty hours required of any full duty member.

10. Items to be included in computing hours per week worked for purposes of fixing overtime.

11. Compensation for standby duty.

12. Change in recall to duty compensation.

13. Pay night differential for duty after 3 p.m. and increase present differential for duty beginning at 11 p.m.

14. Pay for out-of-title work (i.e. sergeants to tour commander and captains to acting chief.)

15. Increase longevity pay.

16. 13 holidays to be compensated at time and one half.

17. Increase percentage differentials for the 3 detective grades.

18. Change uniform maintenance allowance to 1.5% of aggregate annual salary (from flat annual dollar amount).

19. 1% of aggregate annual salary plain clothes allowance.

20. Special assignment pay as 5% of aggregate annual salary for 3 supervisor positions.

21. Hourly pay supplement for preparation or providing of instruction.

22. Percentage increases in salary for achievement of various levels of higher education degrees.

23. Additional compensation for touch typing and Spanish fluency skills.

24. Compensatory time off for exemplary attendance [failure to use sick days].

25. A fourth personal day after 10 years of service.

26. Increased vacation after 15 years of service.

27. Change in vacation entitlement criteria.

28. 30 days terminal leave in last year of service.

29. Change in bereavement leave entitlement criteria.

30. Change from flat dollar amount to percentage of aggregate annual salary in welfare fund contributions.

31. Assigned cars for all captains.

32. Notice to union when relevant legislative proposals are made to the state by the city.

33. Language allowing requirement of officers to work at overtime rates during vacations. (Criteria suggested.)

34. Establishment of an agency shop.

35. Funeral expenses following line of duty death.

City Open Items

1. Increase notice for changes of duty from 48 hours to 5 days.

2. Eliminate minimum pay of 4 hours upon recall to duty.

3. Insert conferences with the district attorney in the provision for compensatory time for certain court appearances.

4. Eliminate 4 hour minimum compensatory time for court appearances.

5. Require 96 hour notice of summons to appear if court time appearances are to become eligible for compensation.

6. Create one week payroll lag.

7. Eliminate family health insurance coverages for employees covered by a spouse's comparable plan.

8. Right of city to change insurance carriers if proposed plan is comparable to state Empire plan as of July 1, 1991.

9. Authority of chief to reschedule vacations on as-needed basis.

10. Requirement that chief approve additions of days to vacation blocks before such addition can be implemented.

11. Exclusion of certain types of absences from accumulation of vacation credits.

12. Change provision for the payment of accumulated sick days on "termination" to payment on "retirement."

13. Potential limitation on length of bereavement leave.

14. Authority of chief to deny personal leave day requests when staffing requirement of that tour necessitate such action.

15. Increase grade earned as condition precedent to payment of education allowance from "C" to "B".

16. Limit payment for damaged personal property to that "which is required to be worn on duty."

17. Set maximum of $50 for such reimbursement.

18. Limit grievances to those concerning an "express term" of the contract and exclude issues concerning approval or denial of leave time.

19. Limit the right to present grievances to arbitration to the "association" rather than an "employee".

20. Increase the time period as a police trainee from 3 to 9 months.

21. Increase probationary period for sergeant from 3 to 6 months.

22. Set a 6 month probationary period for all other superior officers.

23. Exclude the benefits preserved clause (Section 5) from the "general provisions" article.

24. Increase the right of city to recover monies paid to an officer up to the extent of the city's payout.

Discussion.

Ability to Pay

The proofs provided by the parties demonstrate to the panel that the city possesses the ability to pay reasonable economic improvements under this contract. The evidence of ability-to-pay is pervasive and the city has not denied its ability to pay reasonable increases.

The city has agreed throughout this proceeding that the most appropriate comparisons which the panel should consider in determining the level of pay (and/or other economic) increases which should be awarded are the settlements negotiated for the same contract period with the International Association of Fire Fighters, Local 274 for two units: fire fighters; and fire lieutenants and deputy chiefs. Whether this parity argument should control the comparison selected will be considered below. But, at the minimum, it is reasonable to conclude that if the city agreed to enter into contracts (Ex. J-5, J-6, C-57, C-58) providing 1991-92 increases of 6% and 1992-93 increases of 4% for the fire fighter units, it must have the ability to pay similar increases to the PBA unit.

This conclusion is reinforced by two other 1992-93 settlements reached with White Plains municipal unions. Increases of 4% for 1992-93 were negotiated with Local 1000, CSEA (Ex. C-59) and with Local 456, IBT (Ex. C-62).

There was testimony concerning economic difficulties suffered by the city in recent years. Significant real property tax increases have occurred since 1990. The property tax roll has shrunk in the period. And in order to prevent even greater property tax rate increases than those which actually occurred, it has been necessary to reduce the city's fund balance over several years. However, in the opinion of the chairman, the most notable fact about the city's ability to pay arose in the cross and redirect of Budget Director Eileen M. Earl on the final day of testimony. Ms. Earl testified that because of a two-year change in its sales tax rate, the following had occurred. The 1993-94 budget provided for a zero per cent increase in the property tax. Because of enabling state legislation, the local sales tax was increased from 1.5% to 2.0% for the

period through August 1992. (T.297-299). The increase in sales tax revenue for fiscal 1993-94 is expected to be about three-quarters of $5,000,000, Ms. Earl testified (T.300).

The sales tax receipts for the third quarter of fiscal '93 (within the contract period here at issue) exceeded expectations by more than $500,000, the budget director stated.

A loss in state aid had been predicted from fiscal year 1991-92 to 1992-93. This did not occur the witness testified. However, the expected loss in interest income did take place (T.301-302). The preliminary figures for revenues actually received in 1992-93 exceeded the budgeted projections because of the increase in sales tax revenues [prior to the rate increases.] (T. 303-304).

On redirect, Ms. Earl testified that as the result of certiorari actions, the decrease in assessed property for 1992-93 was more than previously had been projected. Property tax revenue fell by $840,000. This was why the state was petitioned to allow the sales tax rate increase (T.326-328). [But as the chairman noted at the hearing, the $5,000,000 increase in sales tax revenue resulting from the rate increase will be six times the property tax revenue decrease.]

These changes indicate that the city has the ability to pay any increases which examination of other criteria showsto be approximate. Ability to pay wage increases of course does not mean that increases which are not justified by other criteria nevertheless should be paid.

Comparability

The city as noted above, has argued that the most appropriate comparisons of wages which the panel should consider are wage schedules and levels of the

fire fighter units. The union has provided comparisons with police units throughout Westchester County (and, in some exhibits, beyond the county.) Both of the parties have also entered information on the schedules in Mount Vernon and New Rochelle.

In a 1977 interest award between this city and Local 274 of the professional fire fighters, the undersigned arbitrator, serving as neutral chairman, found that (Ex. C-67)

> ...the more appropriate comparisons for White Plains units are to related units in Mount Vernon and New Rochelle. The three communities have similar governmental structure, taxing limitations, size and geographical location.

The same conclusion was reached by panels which issued 17 other interest awards for police or fire units in these three cities between 1975 and 1993. (See Exs. C-63, C-64 for identification of awards and summary of rationales.)

The settlements and awards of the fire fighter and police units in the city of White Plains also display great similarity. As early as the 1971-1972 contracts, what the city has termed a "tandem relationship" (and what has often been referred to as "parity") came into existence for these two units. Except for the 1973-1974 and 1974-1975 increases, the percentages received by both units have always been identical. In 1973-1974, the PBA received a 7% increase and the fire fighters received 6%. In the next year, 1974-1975, the police received a 7.3% increase and the fire fighters received 8.3%, thus restoring parity. Thereafter, through the 1990-1991 year, the last in which the PBA unit enjoyed a contract, the increases received by both units have been precisely the same. (See Ex. C-54).

As Exhibits C-55 and C-56 show, this tandem relationship goes beyond wages. Vacations, holidays, longevity increments, and uniform allowances have moved together as have the dollar contributions to the welfare funds of the two unions.

This tandem relationship, existing over a period of 20 years, must carry great weight. The city argues that since the relationship has been maintained regardless of which union first completed bargaining, the fire fighter contracts should be the standards used to determine the wage increases granted to the police unit.

The chairman notes that the Civil Service Law also speaks of comparisons to the wages and conditions enjoyed in similar communities by similar employees. Since Mount Vernon and New Rochelle have been cited by the city as well as by the union, it is appropriate to compare the White Plains schedules with those of the two comparable cities. The wider comparisons offered by the PBA are not as apposite. For twenty years arbitrators in White Plains, Mount Vernon and New Rochelle have found a close community of interest among them and have distinguished the situations in these three cities from those of other Westchester entities. The chairman sees no reason to change these determinations.

Since comparability of the three cities has been found, if the wage schedules in Mount Vernon and New Rochelle appear to differ significantly from those in White Plains after the city's 6% and 4% offer is factored into its schedules, then consideration of criteria other than the White Plains police-fire tandem relationship might be required.

The following were the base pay of the union represented grades in White Plains as of June 30, 1991.

Grade	Base Pay
PO3	$39,081
Sgt.	$44,944
Lt.	$51,684
Capt.	$59,437

Source Ex. U-52, U-37

As of January 1, 1993, base pay for Mount Vernon and New Rochelle were shown to be as follows by Union Exhibit 37.

	Salary Mount Vernon	Salary New Rochelle
Pat.	$40,522	$41,422
Sgt.	$47,816	$52,936
Lt.	$54,988	$61,405
Capt.	$63,237	$70,616

The White Plains salaries shown on Exhibit U-37 are those which were in effect on June 30, 1991. Those White Plains salaries are lower than the levels for Mount Vernon and New Rochelle because the salaries in the other cities contain a 1991 increment which has even now not yet been added to White Plains salaries.

City Exhibit 115 makes a different comparison. It shows what the White Plains salaries for patrolmen would be as of July 1, 1992 and July 1, 1993 if the PBA-proposed increase was awarded or if the city's proposed increase were awarded. The city exhibit compares these computed salaries with those which applied in Mount Vernon and New Rochelle after an arbitration panel had ruled in the case of Mount Vernon and after negotiations had concluded in New Rochelle. The city computation, which would have been performed for each grade, is the

proper one because it considers salaries in each city for the same moment of time. The PBA comparison in Ex. U-37 shows 1993 salaries in Mount Vernon and New Rochelle and 1991 salaries in White Plains. (As will be seen those 1993 salaries were affected by unusual results both at negotiation and at arbitration.)

In Mount Vernon, there was, as noted above, a wage increase which became effective on January 1, 1991. But for the period which will be covered by the instant White Plains interest award - July 1, 1991 through June 30, 1993 - the award of an interest panel chaired by Dr. Joan Parker provided no increase at all. As of January 1, 1992, there was to be a "0%" increase. No further base wage increase was to take effect until July 1, 1993 when there was to be a 3% increase. Although the Parker panel ordered a 2% leather and gun allowance, the first 1% of that allowance was awarded effective July 1, 1993. (See Parker panel award, Ex. C-66).

New Rochelle and its police union negotiated a contract effective January 1, 1992 and expiring December 31, 1996 (Ex. U-60). As of January 1, 1991, there had been an increase which was in effect when the White Plains contract expired on June 30, 1991. No further New Rochelle increase took effect in 1991. Effective January 1, 1992, a 6% increase was negotiated. But since payment of this increase was <u>deferred</u> until calendar 1994 and calendar 1995, no actual increase in pay was received in 1992. The 6% increase did become part of regular salary effective January 1, 1993. And a 3% increase was negotiated for 1993 but was <u>deferred</u> for payment until 1996. Thus during the time period being considered for the White Plains award, New Rochelle salaries actually paid did not increase on July 1, 1991 nor on July 1, 1992. They did increase on January 1, 1993.

A comparison of patrolman salary, even using the lower city-proposed 6% and 4% salaries for White Plains, shows the following:

City	Salary		
	July 1, 1991	July 1, 1992	January 1, 1993
White Plains ($39,081 6/30/91)	$41,425	$43,082	
New Rochelle	$41,422	$41,422	$43,907
Mount Vernon	$40,522	$40,522	

Source: Ex. C-115 plus computation by arbitrator from Ex. U-60.

Clearly, the base salaries in White Plains, after inclusion of either the PBA or the city increase proposals, would compare favorably with those in Mount Vernon and New Rochelle during the period at issue. In such case, there is no reason to go beyond the White Plains police-fire fighter relationship in considering the criterion of comparability.

Selection of the 6% and 4% increments proposed by the city leads to other automatic increases in unit salaries. Holiday pay, overtime pay, recall pay, night differentials, and other supplements to income in this contract are not flat sum payments (as opposed to uniform maintenance allowances). The differentials are based either on an hourly rate or on a percentage of that rate, and they increase as annual pay (and hourly pay) grows larger.

The chairman rules that the appropriate increases to be awarded are a 6% increase effective July 1, 1991 and a 4% increase effective July 1, 1992 similar to the increases negotiated with the fire fighter units. In light of the closeness with the Mount Vernon and New Rochelle schedules which these increases would create, and in light of the long history of a tandem relationship in White Plains, the city-proposed increases would provide a fair and equitable result.

A review of the settlements with fire fighter units (Ex. J-5, J-6, C-57, C-58) shows that no other economic improvements were negotiated. We will not award any other economic improvements for the PBA contract either.

Remaining Demands

It is possible that in a full negotiation with many items available to be considered as offsets, changes in health insurance coverages and in scheduling might be adopted. These are items which are proper subjects for negotiation. The panel will not make a retroactive award on scheduling or on changes in health coverages which could not be implemented during the time period between July 1, 1991 and June 30, 1993.

The city has strongly insisted on the tandem-relationship standard. It did not negotiate items on exchanges of duty, recall, health insurance, vacation and the like with the fire fighters. A tandem relationship works both ways. If the city is entitled to achieve the wage percentages it negotiated with the fire fighters, then it cannot expect to achieve demands which were not negotiated either exactly or similarly with the fire fighters. On the other hand, the PBA cannot win a broader contract at arbitration than the fire fighter units were able to negotiate with the city.

For this reason, the panel will award the items agreed upon by the parties in the stipulation dated January 6, 1993. (This stipulation is appended to the interim award which appears as Exhibit "A".) And the panel will award the 6%-4% increases. But we will deny all the other demands of both parties.

In light of the foregoing discussion, the undersigned panel reiterates and reissues its interim award of January 27, 1994 (which reads as follows) as our final

1. All provisions of the 1989-1991 Agreement shall remain in full force and effect, except as previously modified by the parties by Stipulation of Settlement entered in evidence as Joint Exhibit 4, pp8-13 (attached), and except as modified below.

2. The new Agreement shall commence on July 1, 1991 and terminate on June 30, 1993.

3. Base salary rates contained in the Agreement shall be increased as follows:

Effective July 1, 1991: 6.0%

Effective July 1, 1992: 4.0%

4. All other proposals of the City and the Union are rejected.

Dated: February 9, 1994

Maurice C. Benewitz
Chairman

STATE OF NEW YORK)
ss:
COUNTY OF NASSAU)

Sworn before me on this 9th day of February 1994.

SONDRA L. GOLD
NOTARY PUBLIC, State of New York
No. 01G05016998
Qualified in Nassau County
Commission Expires August 23, 1995

Concur BBP

Dissent _____

Bertrand B. Pogrebin
City Panel Member

Dated: February 15, 1994

STATE OF NEW YORK)
ss:
COUNTY OF NASSAU)

Sworn before me on this 15 day of February 1994.

Notary Public

BRUCE R. MILLMAN
Notary Public, State of New York
No. 31-4518008
Qualified in New York
Commission Expires January 31, 1995

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

- - - - - - - - - - - - - - - -X

In the Matter of the Compulsory Interest Arbitration between

THE POLICE BENEVOLENT ASSOCIATION OF WHITE PLAINS, INC.,

PERB Case No.
IA 91-041
M91-262

Petitioner,

- and -

THE CITY OF WHITE PLAINS,

Respondent.

- - - - - - - - - - - - - - - -X

APPEARANCES:

For The City:

RAINS & POGREBIN, P.C.
Richard K. Zuckerman, Esq.

For The Union:

Thomas J. Troetti, Esq.

BEFORE:

Maurice C. Benewitz, Panel Chairman
Bertrand B. Pogrebin, Esq., City Panel Member
Edward W. Guzdek, Union Panel Member

AWARD

The following Award is issued by the Panel in order to permit the parties to expedite its implementation. The full award shall be issued by the Panel as soon as possible.

1. All provisions of the 1989-1991 Agreement shall remain in full force and effect, except as previously modified by the parties by Stipulation of Settlement entered in evidence as Joint Exhibit 4, ¶¶8-13 (attached), and except as modified below.

2. The new Agreement shall commence on July 1, 1991 and terminate on June 30, 1993.

3. Base salary rates contained in the Agreement shall be increased as follows:

Effective July 1, 1991: 6.0%

Effective July 1, 1992: 4.0%

4. All other proposals of the City and the Union are rejected.

DATED: January 27, 1994

MAURICE C. BENEWITZ
Chairman

STATE OF NEW YORK)
)SS.:
COUNTY OF NASSAU)

Sworn to before me on this 27th day of January, 1994

Florence A. Funk
Notary Public

* * * *

FLORENCE A FUNK
Notary Public, State of New York
No. 30-4818126
Qualified in Nassau County
Commission Expires September 30, 1994

CONCUR

DISSENT

DATED: January 27, 1994

BERTRAND B. POGREBIN, ESQ.
City Panel Member

STATE OF NEW YORK)
)SS.:
COUNTY OF NASSAU)

Sworn to before me on this 27th day of January, 1994

Richard Zuckerman
Notary Public

* * * *

RICHARD ZUCKERMAN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ZU4732207, NASSAU COUNTY
COMMISSION EXPIRES 12/31/94

CONCUR Eully

DISSENT _____

DATED: January 28, 1994

Edward W. Guzdek
EDWARD W. GUZDEK
Union Panel Member

STATE OF NEW YORK)
)SS.:
COUNTY OF Albany)

Sworn to before me this 27th of January, 1994

Florence I. Derry
Notary Public

FLORENCE I. DERRY
Notary Public, State of New York
Qualified in Albany County
No. 4949697
Commission Expires April 17, 1995

9464

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of	:	
CITY OF WHITE PLAINS,	:	
Charging Party,	:	**STIPULATION OF SETTLEMENT**
- and -	:	Case No. U-13382
POLICE BENEVOLENT ASSOCIATION OF THE CITY OF WHITE PLAINS, INC.	:	
Respondent.	:	

In the Matter of	:	
POLICE BENEVOLENT ASSOCIATION OF THE CITY OF WHITE PLAINS, INC.,	:	
Charging Party,	:	**STIPULATION OF SETTLEMENT**
- and -	:	Case No. U-13442
CITY OF WHITE PLAINS,	:	
Respondent.	:	

Agreement by and between the CITY OF WHITE PLAINS ("the City"), by its counsel, RAINS & POGREBIN, P.C., and the WHITE PLAINS PBA, INC. ("the PBA"), by its counsel, THOMAS J. TROETTI, regarding the settlement of PERB Case Nos. U-13382 and 13442.

1. The City withdraws its charge in Case No. U-13382, with prejudice.

2. The PBA withdraws its charge in Case No. U-13442, with prejudice.

3. The PBA withdraws the following proposals from its submission to the compulsory interest arbitration panel:

1. I(C) (Scheduling)
2. II(S) (Master Patrolman Pay)
3. II(T) (Master Patrolman Grades)
4. IV(D) (Eliminate Polygraph Testing)
5. IV(I) (Inclusion Clause)
6. IV(J) (Minimum Supervisory Staffing)

4. The City withdraws the following proposals from its submission to the compulsory interest arbitration panel:

1. # 1
2. # 2
3. # 18
4. # 23
5. # 22
6. # 27
7. # 33
8. # 34

#7

5. PBA proposal # II-O (Detective Pay) shall be amended by withdrawing the phrase "with mandatory automatic promotion to the next grade at the end of the time periods indicated."

6. PBA proposal # III(D) (Terminal Leave) shall be amended by withdrawing the second sentence.

7. PBA proposal # IV(C) (Legislation Proposal Notification) shall be amended to read, "Add provision requiring the City to notify the Union in writing any time it proposes State legislation which affects the terms and conditions of employment of any active member."

8. In Section 2 (Dues Check-Off) of the parties' collective bargaining agreement, the phrase, "Said authorization shall not terminate while the employee is covered by this Agreement" shall be revised to read, "Said authorization may be terminated by the employee upon one full payroll period's written notice to the City and the Association."

9. In Section (23) (Hearings) of the parties' collective bargaining agreement, the phrase "formal hearing or formal proceeding" shall be revised to read, "Section 75 or PERB proceeding, administrative proceeding pursuant to § 207-c of the General Municipal Law, or contract grievance proceeding, including arbitration." Also, the phrase "formal hearing" shall be revised to read, "Section 75 or PERB proceeding, administrative proceeding pursuant to § 207-c of the General Municipal Law, or contract grievance proceeding, including arbitration."

10. Section 29(8) (General Provisions) of the parties' collective bargaining agreement shall be revised to read, "Neither the City nor the PBA nor any of their agents, representatives or employees shall discriminate against any member or nonmember of the Association on account of activities on behalf of or in opposition to said Association."

11. Section 21 (Release Time for Association Business) of the parties' collective bargaining agreement shall be amended by adding the following to the end of the first paragraph: "The Chief may deny a request for release time due to staffing needs for that tour, provided that such a denial shall be neither arbitrary nor capricious."

12. Section 24 (Grievance Procedure) shall be revised by adding at the end of the Section, "The arbitrator shall have no authority to modify, alter, add to or subtract from any of the terms of this Agreement."

13. This Agreement shall become effective immediately upon its execution by the parties hereto.

Dated: 1/6/93

FOR THE CITY

Dated: 1/14/93

FOR THE PBA