

Section 3.33 (Arbitration). This issue was withdrawn since an agreement has been reached.

Section 6.23 (Full Complement of Manpower). This demand is denied with the following recommendation. It is urged that the Police Benevolent Association's designee(s) and the common council's and/or Mayor's designee(s) and the Chief of Police review further, outside the contract, future framework for planning of personnel for the safety and well-being of the citizens of North Tonawanda.

Section 7.11 (Salaries). Effective April 1, 1975 (retroactive wages to be paid within 90 days of receipt of this award) salaries shall be increased as follows:

<u>Title</u>	<u>April 1, 1975</u>	<u>April 1, 1976</u>
Patrolman	7%	7%
Captain	8%	7%
Lieutenant	8%	7%

Section 7.12 (Salary Schedule). This issue was withdrawn since an agreement has been reached.

Section 7.13 (Salary Schedule). This issue was withdrawn since an agreement has been reached.

Section 7.15 (Sign-in Time). This demand is denied.

Section 7.21 (Credited Time Off). This demand is denied.

Section 7.22 (Credited Time Off). This demand is denied.

Section 7.24 (Credited Time Off). This Section shall be changed to read "Detectives and Juvenile Aide Officers who are on call in. When actually called in, he will receive a minimum of three (3) hours a day at straight time rates."

Section 9.21 (Vacations). This issue has been withdrawn since an agreement has been reached.

Section 10.21 (Sick Leave Credits). This demand is denied.

Section 10.22 (Sick Leave Credits). This demand is denied.

Section 10.37 (Accumulated Sick Time). This issue was withdrawn since an agreement has been reached.

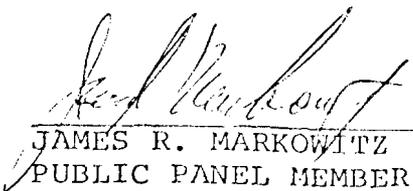
Section 10.41 (Disqualification for Sick Leave). While this issue has been mutually resolved, the parties have requested the Arbitration Panel to incorporate the language agreed upon into the Award. Accordingly the word "repeated" has been deleted and the words "without verification" have been added between the words "absence" and "because."

Section 11.12 (Personal Leave). Section 11.12b shall be changed to read "not more than three (3) days of leave for this purpose will be granted to an employee during any year of this agreement; and" *11/11*

Section 12.11 (Pension and Insurance). This demand is denied. *11/11*

Section 12.12 (Pension and Insurance). Effective April 1, 1976, the City shall provide a Blue Cross and Blue Shield Prescription Plan coverage. The Plan will require that covered employees shall co-pay one dollar per prescription. *11/11*

Section 12.14 (Pension and Insurance). This issue was withdrawn since an agreement has been reached. *11/11*



JAMES R. MARKOWITZ
PUBLIC PANEL MEMBER AND CHAIRMAN

STATE OF NEW YORK
COUNTY OF

On this 24 day of January, 1975⁶, 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

LUCILLA S. CORBIN
Notary Public, State of New York
Term of Office Expires March 30, 1977

ROBERT ROSSI
EMPLOYEE ORGANIZATION PANEL MEMBER

STATE OF NEW YORK
COUNTY OF

On this day of , 1975, before me personally came and appeared, ROBERT ROSSI, 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.

CHARLES J. GANIM
EMPLOYER PANEL MEMBER

STATE OF NEW YORK
COUNTY OF

On this day of , 1975, before me personally came and appeared CHARLES J. GANIM, 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.

January 22, 1976

Mr. Robert Rossi
786 Park Avenue
North Tonawanda, N.Y. 14120

Mr. Charles Ganim
481 Englewood Avenue
Kenmore, N.Y. 14223

RE: CA-0030; M74-726 City of North Tonawanda and North
Tonawanda Police Benevolent Association

Gentlemen:

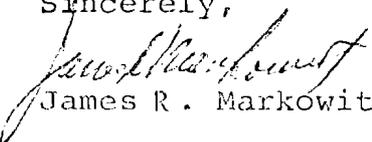
This letter shall be attached to and become part of the arbitration awarded in the above matter. I have enclosed the award and have initialed each clause in it. Please also note my initials on the paragraph labeled Supplemental Award. When the initials of two arbitrators are affixed to a clause of the award it will become binding as will the aforementioned paragraph of this letter.

Supplemental Award

FROM
Having carefully read the arguments of the parties, the undersigned has determined that the total salaries of Detectives and Juvenile Aid Officers was to be raised by 7% for Patrolmen and 8% for Lieutenants and Captains. Since the total salary includes the so-called "bonuses" this figure should also be raised. The undersigned bases this decision on the fact that his original award was modeled after that of the North Tonawanda Firefighters. Since that unit has no bonus system the salaries of all employees there were raised by 7 or 8%. The intent of the original award was to similarly raise the salaries of the police officers. If the "bonuses" were excluded, the salaries of Detectives and Juvenile Aid Officers would be increased by less than the 7 and 8% figures. As is indicated such a result was not the intent of the original award.

If you have any further questions, please do not hesitate to contact me.

Sincerely,


James R. Markowitz

