

On April 10, 1975, a Fact-Finding Report and Recommendations was issued pursuant to Sections 205.5(k) and 209 of the New York Civil Service Law. On the basis of the Fact-Finder's Award, several issues that were unresolved were agreed upon by the parties; however, a significant list of items under negotiations remained at impasse. On July 17, 1975, the Public Employment Relations Board designated the Public Arbitration Panel (PAP), in accordance with Section 209.4 of the New York Civil Service Law, for the purpose of making a just and reasonable determination of this dispute.

A hearing was held, at which time the parties were accorded an opportunity to present oral and written statements of fact, supporting witnesses and other evidence, and were provided with opportunity to argue their respective positions regarding their case.

Subsequently, in accordance with applicable criteria related to compulsory interest arbitration, the arbitration panel deliberated over the outstanding issues in this dispute and arrived at a final determination on each issue that remained at impasse. The arbitration panel was mindful at all times of its responsibilities to consider the questions of comparable wages, hours and conditions of employment of other employees performing similar services, as well as specific characteristics of the jobs performed by the employees in the unit.

The Public Arbitration Panel paid particular attention to the recommendations made by the Fact-Finder in this dispute. After careful study of the Fact-Finding Report and Recommendations, as well as the other documents and testimony submitted by the parties,

the Public Arbitration Panel found the Fact-Finding Report and Recommendations provided a sound framework upon which to base a just and reasonable determination of this dispute. The Public Arbitration Panel wishes to commend the Fact-Finder in this case for his thoughtful, well-reasoned and thorough Report and Recommendations concerning the issues before this panel. The recommendations contained in the Fact-Finding Report and Recommendations provided the foundation for most of the determinations contained herein. However, the Panel found that some modification and minor adjustment in some of the other items provided a more balanced total settlement package that was fair and reasonable to both sides.

The following were the issues presented before the Public Arbitration Panel:

1. Wages
2. Longevity
3. Overtime
4. Holidays
5. Uniform Allowance
6. Vacations
7. Term of Agreement
8. Differential for Detectives and Detective Sergeants
9. Personal Days
10. Life Insurance

Each of these items shall be considered separately and the Panel's determination shall be indicated.

(1) Wages

The Public Arbitration Panel, after carefully considering the arguments of the parties and the recommendation contained in the Fact-Finding Report and Recommendations, considers the Fact-Finder's recommendation (on the issue) to be a fair and equitable solution to the salary issue involved in this dispute. Therefore, the Public Arbitration Panel determines that the Fact-Finder's recommendations repeated below shall be adopted by the parties, with one significant modification that the Panel considers necessary for a more balanced two-year settlement:

Effective March 1, 1975, each police officer be granted a 10% wage increase rounded up to the nearest dollar.

This would be only five months after their last pay raise of October 1, 1974, and would only cost the City 10/12ths of 10% or 8-1/3%. For 1976, each man is to receive a \$900. increase effective January 1, 1976. Both raises would be in addition to increments. The wage schedule would be as follows:

<u>Patrolman:</u>	<u>1974</u>	<u>3/1/75</u>	<u>1/1/76</u>
Starting*	\$10,710	\$11,681	\$12,481
After 1 year	11,240	12,364	13,264
After 2 years	11,770	12,947	13,847
After 3 years	12,724	13,997	14,897
<u>Sergeant:</u>			
Starting	13,175	14,493	15,393
After 1 year	13,784	15,163	16,063

Effective 11/1/75, supplements for specialized work shall be at the annual rate of Patrolmen \$800; Sergeants \$900.

*The dollar increases at the "starting" level are \$100 less than across-the-board increases on the other steps in recognition of the ready availability of candidates, and to enable the City to save some money during the initial year of training men for the department.

(2) Longevity

The Public Arbitration Panel sees no justification at this time for the introduction of longevity increases and considers that funds that would be used for this benefit would more profitably be distributed among other items that are more pressing at this time with respect to Peekskill Police salaries and working conditions.

(3) Overtime

The Public Arbitration Panel determines that the overtime provision of the Agreement shall read:

ARTICLE IV-A - OVERTIME PAY

Section 1: Time and one half (1 1/2) shall be paid for time worked in excess of a normal scheduled tour of duty.

Section 2: Time and one half (1 1/2) in the minimum amount of two (2) hours shall be paid for all call-backs, off-duty court time, motor vehicle hearings, Grand Jury appearances, District Attorney conferences and mandatory training exercises.

Section 3: Overtime must be authorized by the ranking officer on duty and the overtime rate shall be determined by dividing the officer's current annual base rate by 2080.

Section 4: These overtime provisions shall not apply to detectives and technicians.

(4) Holidays

The Public Arbitration Panel determines that the Holidays provision shall read as follows:

ARTICLE VI - HOLIDAYS

Section 1: Only the following shall be paid holidays; ***the first day of January, known as New Year's Day; the twelfth day of February, known as Lincoln's Birthday; the third Monday in February, known as Washington's Birthday; the fourth day of July, known as Independence Day; the first Monday of September, known as Labor Day; the second Monday in October, known as Columbus Day; the first Tuesday in November, known as Election Day; the fourth Thursday in November, known as Thanksgiving Day; and the twenty-fifth day of December, known as Christmas Day.

Section 2: Pursuant to Section 63 of the Public Officers Law, as amended, officers who are veterans as defined in said Section shall also be entitled to a holiday on the day designated as Memorial Day; and the day designated as Veterans Day.

Section 3: No more than five (5) holidays may be taken in compensatory time off. The remainder entitlement is to be paid in cash during the first two weeks of December of each year of the contract. Furthermore, compensatory time shall be subject to the needs of the Department, but shall not be unreasonably withheld. Such compensatory time shall be taken within one year of the eligible holiday. There shall be no entitlement for any holiday falling due during a period when an officer is under suspension or is on leave of absence. To become entitled to any compensatory time, the employee shall make such request for compensatory time in writing three (3) days in advance, Saturdays and Sundays excluded, except in emergency situations.

Any modifications in the language or terms contained in this provision of the Agreement are for the purpose of making the Article consistent with the intent of the Public Arbitration Panel.

(5) Uniform Allowance

The Public Arbitration Panel's determination on uniform allowances shall read:

ARTICLE V - UNIFORM ALLOWANCE

Section 1: Each police officer, including Patrolmen-Technicians and Detectives, shall be paid on May 1, 1975 a uniform allowance of \$200. and in addition the City shall provide a slashproof reefer, the cost not to exceed \$55. During the second year of this contract, the uniform allowance shall be \$250., payable on May 1, 1976.

Section 2: During the term of this contract, all new patrolmen shall be furnished with service revolvers at the City's expense which shall remain the property of the City.

(6) Vacations

The Public Arbitration Panel determines that there is no justification for any change in the present amount of vacation provided to Peekskill policemen.

(7) Terms of Agreement

ARTICLE XVII - TERM OF THE AGREEMENT

Section 1: This Agreement shall be effective as of January 1, 1975 and shall continue to December 31, 1976.

(8) Differential for Detectives and Detective Sergeants

Effective 11/1/75, supplements for specialized work shall

be at the annual rate of Patrolmen, \$800.; Sergeants, \$900.

(9) Personal Days

The Public Arbitration Panel determines that there be no provision for personal days.

(10) Life Insurance

The Public Arbitration Panel determines that Article IX read as follows:

ARTICLE IX - HOSPITALIZATION, LIFE INSURANCE

Section 1: The City shall pay the full cost of State Employees Health Insurance Plan subject to and in accordance with the provisions of Article XI of the Civil Service Law and the Regulations governing the State Health Insurance Plan for the employee and of his eligible family.

Section 2: Effective 1/1/76, the City shall pay for a \$5,000 term life insurance policy for each member.

Agreements reached between the parties relative to consolidation of clauses and the bill of rights are hereby incorporated and made part of this determination.

This concludes the determinations of the Public Arbitration Panel in the impasse between the City of Peekskill and the Peekskill Police Organization. This Arbitration Award covers all proposals presented to the Panel.

The Panel deems these determinations the basis for a fair and equitable settlement of the unresolved issues. The Panel has relied heavily on the recommendations contained in the Fact-Finding Report and Recommendations as a basis for its deliberation and wishes to commend the Fact-Finder for his thorough, thoughtful and well-balanced approach to this dispute. The high professional performance

reflected in the Fact-Finding Report provided a sound basis upon which this Panel was able to proceed with its deliberations.

DATE October 14, 1975

Frank M. Blancato
FRANK BLANCATO, ESQ.
POLICE DESIGNEE

DATE October 14, 1975

David Goodman
DAVID GOODMAN
CITY DESIGNEE

DATE October 14, 1975

Edward Levin
EDWARD LEVIN
IMPARTIAL CHAIRMAN

State of New York)
County of New York) SS

On this 14th day of October, 1975, before me personally came and appeared EDWARD LEVIN, FRANK BLANCATO, DAVID GOODMAN, to me known and known to me to be the individuals described in and who executed the foregoing instrument and who acknowledged to me that they executed the same.

Suzanne E. Adams
Notary

Notary Public
State of New York
Commission Expires 12/31/77

NOTE: In referring to the terms of settlement, please state them as written below in order to avoid any unnecessary embarrassment to any of the parties. They are an accurate statement but don't create any problems.

AWARDED BY THE ARBITRATION PANEL:

1. Salary increase of 8.3% for 1975; 6.5% for 1976
2. Overtime at the rate of time and a half instead of straight time.
3. \$50 increase in uniform allowance in 1976
4. Term life insurance in the amount of \$5,000 for 1976

REJECTED BY THE ARBITRATION PANEL:

1. Longevity payments
2. Increase in the number of holidays
3. Any change in the vacation schedule
4. Provision for personal days

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