

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

N.Y.S. PUBLIC EMPLOYMENT  
RELATIONS BOARD  
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DEC 29 1975  
CONCILIATION

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In the Matter of the Contract Arbitration  
between

THE CITY OF POUGHKEEPSIE

and

POUGHKEEPSIE POLICE BENEVOLENT ASSOCIATION

Case No. M74-742      CA-0038

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The arbitration panel consisting of Theodore O. Prenting, City Arbitrator, Ralph Purdy, PBA Arbitrator, and John W. McConnell, Chairman, appointed in accordance with requirements of the Taylor Law, to make a final and binding decision in the matter of the 1975 contract dispute between the City of Poughkeepsie and the Poughkeepsie Police Benevolent Association, having heard the parties at a hearing held October 23, 1975, examined the evidence and considered the briefs of respective counsel, now make the following award.

We are mindful of the long delay in bringing this matter to a conclusion, and aware of the rapid approach of the New Year, consequently we are submitting our award in summary form, so that the parties will be aware immediately of our decisions. The rationale for the several parts of the award will be submitted at a later date.

Salary:

A \$1000.00 increase in police salaries across the board is awarded to be effected in two equal payments: \$500.00 as of January 1, 1975 and \$500.00 as of July 1, 1975.

Split Vacations:

Subject to the needs and approval of the Police Department, vacations may be split at the option of the men on a seniority basis within rank.

Longevity:

Because of the prevalence<sup>of</sup> longevity provisions in police contracts, we support the fact finder's recommendations and award

\$200 after 10 years service on the Poughkeepsie Police force, and

an additional

\$300 after 15 years service on the Poughkeepsie Police force.

Uniform Allowance:

The City shall increase the present uniform allowance of \$200 to \$300 payable on or about March 1 of each year.

Out of Title:

Any employee assigned to a higher rank and/or title for a period of two consecutive weeks, that is noncumulative, or longer, such as a substitute for a superior officer out sick, <sup>or</sup> incapacitated, shall be paid at the rate of the

higher rank and/or title from the first date of assignment. This clause shall not apply to occasional assignments to a higher rank for short periods of time.

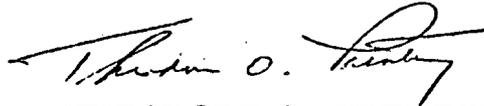
Educational Encouragement:

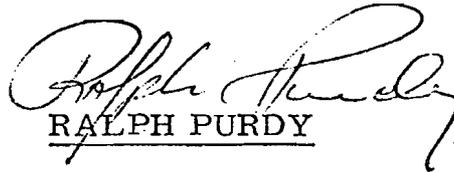
The City shall encourage education for the improvement of the professional capabilities of police personnel. Police personnel shall make application to the Law Enforcement Assistance Program for financial assistance to be applied to the cost of tuition and instructional materials required for courses leading to an Associates Degree in Police Science.

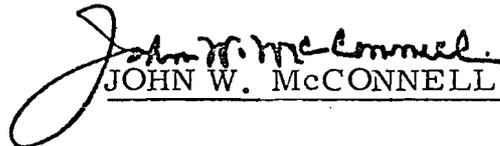
If the Law Enforcement Assistance Program fails to provide financial assistance to the police officer who has made application to further his professional capabilities the city shall pay 50% of the cost of all tuition and instructional materials upon registration in the college level courses leading to an Associates Degree in Police Science and that upon the successful completion of the course the police officer shall be reimbursed for the remaining 50% of such costs except that in the event the employee fails for any reason to successfully complete the course the city shall be entitled to reimbursement for all its expenditures made herein.

It should be further stipulated that if partial payment is received through the Law Enforcement Assistance Program the City shall reimburse the police officer the appropriate balance of payment as set forth above.

No other changes in the collective bargaining agreement between the parties are awarded and all other existing provisions shall be continued as is except as mutually agreed by the parties.

  
THEODORE O. PRENTING

  
RALPH PURDY

  
JOHN W. McCONNELL