

STATE OF NEW YORK
PUBLIC EMPLOYMENT
RELATIONS BOARD

N. Y. S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

JUL 19 1976

CONCILIATION

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In the Matter of Arbitration, Pursuant :
to Section 209 of New York Civil Service :
Law, Between :
:
TOWN OF RAMAPO, NEW YORK :
:
-and- :
:
RAMAPO POLICE BENEVOLENT ASSOCIATION :
:
-----X

Case No. M75-118

CH- 0089

AWARD OF ARBITRATION PANEL

The undersigned members of the Arbitration Panel (Panel) having been designated pursuant to provisions of Section 209 of the New York Civil Service Law, and having been duly sworn and having duly heard the proofs and allegations of the parties, AWARD as follows:

1) 1. The duration of the parties' collective agreement shall be for a two-year term, commencing and retroactive to January 1, 1975 and expiring December 31, 1976.

2. The following salary schedule is established for calendar years 1975 and 1976, each:

<u>PATROLMEN</u>	<u>1975</u>	<u>1976</u>
5th Grade	10,767	11,610
4th Grade	12,581	13,566
3rd Grade	13,827	14,910
2nd Grade	15,075	16,255
1st Grade	17,228	18,577

Continue hitherto practice for Detectives, Sergeants and Lieutenants as modified.

DETECTIVES:

First Grade Detective will have his base salary established at \$300.00 less than the base salary for Sergeants.

Second and Third Grade Detectives will be \$300.00 lower in sequence than First Grade.

SERGEANTS:

Base pay is established at 12.5% above First Grade Patrolman's base pay.

LIEUTENANTS:

Base pay is established at 12.5% above Sergeant's base pay.

1) This number and the numbers that follow are keyed to the Fact Finder's Report and recommendations issued November 21, 1975.

The Panel adopts the Fact Finder's Recommendations on each of the issues below and awards in said issues exactly and precisely as recommended by the Fact Finder.

- 3. Sick Leave (Proposal Later Dropped)
 - 5. Night Differential
 - 6. Terminal Leave
 - 7. Overtime Pay
 - 8. Off-Duty Overtime
 - 9. Working Holiday Pay
 - 10. Basic Work Week
 - 11. Health Plan
 - 12. Minimum Squad
 - 14. Personal Folder
 - 16. Negotiating Team
 - 17. Holidays
-

4. TUITION. Continue provisions of expired agreement.

13. The following grievance and arbitration procedure will in substance be incorporated in the collective agreement:

GRIEVANCE AND ARBITRATION

Any employee of the unit and/or the PBA (Aggrieved) may grieve against the application or interpretation of the agreement herein or the application or interpretation of an established past practice.

The grievance shall be presented in writing to the Captain stating the section of the agreement allegedly violated and/or the specific past practice allegedly violated. Such grievance must be filed within twenty days from the alleged violation or within twenty days from the time that the aggrieved first learned of the violation or within twenty days when the aggrieved should have known of the alleged violation. All grievances shall be initially filed in writing with the Captain or Chief who will thereafter meet with the aggrieved within ten days from the time of filing. The Captain or Chief shall issue a written decision within ten days after such meeting.

All of the time periods above may be extended by mutual consent.

If the aggrieved is dissatisfied with the decision, the grievance shall be presented to an Arbitration Board for an advisory award. The Arbitration Board shall hear the dispute as promptly as possible and issue an opinion and award within thirty days after the Board declares the hearing on the matter closed. The Chairman shall be appointed jointly by the PBA and the Town and shall serve at will of the parties jointly and severally. The Chairman's fee shall be shared equally by the PBA and the Town. The Board shall consist of the Chairman and one member appointed by the Town and PBA who will serve without fee.

15. PBA TIME OFF. Change four (4) days to six (6) days.

18. ACCUMULATION OF COMPENSATORY TIME. Compensatory time may be accumulated for use in calendar year in which earned and within eighteen calendar months succeeding end of said calendar year.

19. DUTY CHART. The Recommendation of the Fact Finder is adopted as the Award of the Panel with the proviso, however, for a committee of four, two each appointed by the Town and PBA, to study the problem and issue joint or several report(s) for future consideration.

20. MANAGEMENT RIGHTS - ROUTE 17. The Panel awards in the exact and identical manner as in issue 19 above.

NEW ISSUES NOT CONSIDERED BY THE FACT FINDER:

A. HOLIDAY TIME. Holiday time may be paid in time or money at the option of the Police Officer.

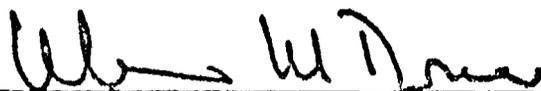
B. BEREAVEMENT TIME. Continue provisions of expired agreement.

C. LONGEVITY PAY. Continue provisions of expired agreement.

D. PERSONAL DAYS. Continue provisions of expired agreement.

The Award on each of the Issues herein is by unanimous vote of the Arbitration Panel.

Respectfully submitted,


Max. M. Doner, Chairman


Brooke De Groat, Member


Hyman Jatkoff, Member

July 14, 1976.

STATE OF NEW YORK)
COUNTY OF ROCKLAND) ss.:

On this 14th day of July, 1976, before me personally came and appeared MAX M. DONER 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.

Stella Myones

STELLA MYONES #8090124
Notary Public, State of New York
Filed in Rockland County
My Commission Expires March 30, 1978

STATE OF NEW YORK)
COUNTY OF ROCKLAND) ss.:

On this 14th day of July, 1976, before me personally came and appeared BROOKE De GROAT 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.

Stella Myones

STELLA MYONES #8090124
Notary Public, State of New York
Filed in Rockland County
My Commission Expires March 30, 1978

STATE OF NEW YORK)
COUNTY OF ROCKLAND) ss.:

On this 14th day of July, 1976, before me personally came and appeared HYMAN JATKOFF 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.

Stella Myones

STELLA MYONES #8090124
Notary Public, State of New York
Filed in Rockland County
My Commission Expires March 30, 1978