

STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

RECEIVED
MAY 11 1979
SECRETARY

In the Matter of the Arbitration between
THE TOWN OF DEWITT
and
THE DEWITT POLICE
BENEVOLENT ASSOCIATION
PERB CASE NUMBER: 1A-75
M78-526

OPINION AND
AWARD OF
PUBLIC
ARBITRATION
PANEL

PUBLIC ARBITRATION PANEL:

Dr. Garth C. Lax, Employee
Organization Panel Member
Robert W. Kopp, Esq., Employer
Panel Member
Robert F. Koretz, Public Panel
Member and Chairman

APPEARANCES:

For the PBA:

John E. Ferris, Esq.

For the Town:

Bond, Schoeneck & King,
by L. Lawrence Tully, Esq.

OPINION

In accordance with the provisions of the Civil Service Law, Section 209.4, as amended, the New York State Public Employment Relations Board (PERB) designated the above Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute between the parties.

Pursuant to the statutory provisions applicable to interest arbitration under Civil Service Law, Section 209.4, as amended July 1, 1977, a hearing was held on March 22, 1979, at DeWitt, New York. At the hearing the parties were afforded full and complete opportunity to present exhibits, evidence and argument concerning the respective positions on the issues which were at impasse. Following the hearing the parties submitted briefs.

In considering the evidence and argument presented by the parties, the Public Arbitration Panel weighed the relative position of the parties and arrived at its final determination based on the criteria set forth in Section 209.4 of the Civil Service Law as follows:

- a. 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 skills under similar working conditions and with other employees generally in public and private employment in comparable communities.
- b. The interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. The terms of collective 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, paid time off and job security.

In addition, the Panel considered other factors that are normally and customarily considered in arriving at an appropriate award.

Counsel for both parties presented the case with great competency, cogency, and detail. The FBA thoroughly explored the following subjects, as set forth in the Table of Contents of its presentation:

* * *

SECTION II	Inflation: Past, Present, and Future-- Its Impact on Wages and Salaries
SECTION III	FBA Proposal--Equitability Discussion

SECTION IV	Compensation Comparisons--
	Syracuse PD vs. DeWitt PD
SECTION V	Ability to Pay

Similarly, the Town thoroughly explored the following subjects set forth in the Table of Contents of its Presentation:

PART I	-	BACKGROUND AND ISSUES
		* * *
PART II	-	RELEVANT ECONOMIC COMPARISONS
		* * *
PART III	-	THE ECONOMIC POSITION OF THE TOWN OF DEWITT
		* * *
PART IV	-	EVALUATION OF THE NON-SALARY PROPOSALS
		* * *

The parties have agreed to certain contract language relative to overtime pay and call-in pay. The parties' respective positions as to terms and conditions not agreed upon and our determination thereof follows.

I. WAGES

A. PBA Position

For Sergeant and Patrolman in 1979 - 10% on the current base with step movement.

For 1980 - 10% on the 1979 base with step movement.

The Lieutenant shall receive 1,000.00 over the Sergeant's pay in 1979 and 1980.

B. Town Position

An increase of \$100 on the salary schedule for Patrolmen Step 1 in each year of the contract; an increase of \$200 on the schedule for Patrolmen Step 2 in each year of the contract; an increase of \$300 on the schedule for Patrolmen Step 3 in each year of the contract; an increase of \$400 on the schedule for Patrolmen Step 4 in each year of the contract; an increase of \$500 on the schedule for Patrolmen Step 5 in each year of the contract; and

an increase of \$525 and \$550 for Sergeants and Lieutenants respectively for each year of the contract.

C. Determination

Retroactive to January 1, 1979, an increase of seven (7) percent to the salary schedule in effect as of December 31, 1978. Effective January 1, 1980, an additional increase of seven (7) percent applied to the salary schedule in effect as of December 31, 1979.

II. LOSS OF PERSONAL EFFECTS

A. PBA Position

The loss shall be to a maximum of \$250.00.

B. Town Position

Continue present maximum of \$50.00.

C. Determination

The loss shall be to a maximum of \$75.00 for the calendar year 1979. Such amount shall be increased to \$100.00 on January 1, 1980, for the calendar year 1980. Covered items shall be extended to include authorized tape recorders for both years.

III. PERSONAL LEAVE

A. PBA Position

Shall be increased to four (4) days per calendar year from three (3) days.

B. Town Position

Continue current term of three (3) days.

C. Determination

Continue current term of three (3) days.

IV. PLAINCLOTHES ALLOWANCES

A. PBA Position

Shall be increased to \$4.80 per week from \$4.00 per week.

B. Town Position

Continue current allowance of \$4.00 per week.

C. Determination

Shall be increased from the current rate of \$4.00 per week to \$4.80 per week, retroactive to January 1, 1979.

V. SICK LEAVE

A. PBA Position

Paid sick leave should be increased to twelve (12) days per calendar year from six (6) days per year. Said sick leave shall be accumulated to a maximum of twenty-four (24) days.

B. Town Position

Retention of the current six paid sick days up to a maximum of ten (10) days, with the cumulative process to commence January 1, 1980, together with recognition of an advance notification requirement and the Chief's right to verify an illness at any time in his discretion.

C. Determination

Retroactive to January 1, 1979, the present sick leave allowance of six (6) days per year will be increased to seven (7) days per year. Effective January 1, 1980, such sick leave allowance will be increased to eight (8) days per year.

In addition, sick leave unused in 1979 will be allowed to accumulate to a maximum of seven (7) days per officer during the calendar year 1979 and such maximum accumulation of unused sick leave will be further increased to sixteen (16) days per officer for the calendar year 1980. (Maximum of sixteen (16) days on the amount of unused sick leave that may be accumulated is set even though it is understood that under the terms of this Award the maximum unused sick leave that can be accumulated by any officer during the 2-year period of the agreement would be 15 days.)

VI. HEALTH INSURANCE

A. PBA Position

The Town should contribute 100% for the dependent coverage. The Town's current contribution is 50% for dependent coverage.

B. Town Position

Continue current contribution.

C. Determination

No change in contribution ratio for the year 1979 from that existing in the prior agreement. Effective January 1, 1980, the contribution rate for the Town's portion of the dependent premium coverage shall be increased from the present fifty (50) percent level to a new level of seventy-five (75) percent.

VII. OTHER TERMS

All other terms and conditions of the 1977-1978 Labor Agreement between the parties, which have not been expressly modified by this Award, shall continue for the calendar years 1979 and 1980.

SIGNED:

Robert F. Koretz
Robert F. Koretz, Public Member
and Chairman

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS:

On this 7th day of May, 1979, before me personally appeared Robert F. Koretz, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Donna M. Simiele
Notary Public

DONNA M. SIMIELE
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4684878
My Commission Expires March 30, 1980

SIGNED:

Garth C. Lax - *Concur*
Garth C. Lax, Employee Organization
Member

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS:

On this *10th* day of *May*, 1979, before me personally appeared Garth C. Lax, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Mary A. Dungey
Notary Public
MARY A. DUNGEY
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4684814
My Commission Expires March 30, 1980

SIGNED:

I respectfully dissent
Robert W. Kopp
Robert W. Kopp, Employer Member

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS:

On this *9th* day of *May*, 1979, before me personally appeared Robert W. Kopp, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Judith W. Bond
Notary Public
JUDITH W. BOND
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4632551
My Commission Expires March 30, 1980

