

STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Interest Arbitration :

-between- :

CITY OF TONAWANDA :

and :

TONAWANDA POLICE OFFICERS ASSOCIATION :

AWARD

RECEIVED
JUN 18 1982
COMMUNICATIONS

PERB Case No. IA-81-14; M81-3
James A. Cashen, Esq. Chairman of Panel
Ronald Gilcart, Employee Panel Member
Norman Stocker, Employer Panel Member

This proceeding was initiated by a request for appointment of an interest arbitration panel. Following appointment of said panel, the panel held a hearing in Tonawanda and received testimony and documentary evidence from both parties. Following the close of such hearing, additional documentary evidence and briefs were filed by the parties.

In the following weeks, the panel met but agreed to postpone any award until the Legislature appropriated State aid to the City. When this was finally done the employer and employee panel members reconvened under the direction of the Chairperson and the following award was unanimously agreed on by all panel members with respect to the open issues: All issues not previously settled by the parties and not referred to in this report are deemed withdrawn. Reference is made below to the covered issues and the applicable contract provisions in which the stated award is to be incorporated.

A. Salary (Article II, A)

All members of the bargaining unit shall receive the following across-the-board salary increases on the indicated dates:

1. Retroactive to April 1, 1981, an increase of 7%;
2. Retroactive to October 1, 1981 an increase of 2%;
3. As of April 1, 1982, an increase of 7%; and
4. As of October 1, 1982, an increase of 2%.

B. Term of Contract

The contract between the parties shall be effective from April 1, 1981 through March 31, 1983.

C. Mileage and Travel Expenses (Article II, C)

The City shall pay employees 20¢ per mile for travel on authorized City business and also shall be reimbursed for expenditures for tolls.

D. Holiday Pay (Article III, D)

Holiday Pay will be paid, as proposed by the Union, on the first pay day in November.

E. Sickleave (Article II, G-2)

Sick Leave may be accumulated by each employee up to a maximum of one hundred ~~xxxvxxx190~~ days during the length of this contract.
 (Eighty) (90)

F. Hospital and Surgical Insurance (Article II, N)

The City shall pay the cost of the hospital and surgical insurance previously paid for by the employees.

G. Release for Association Business (Article III)

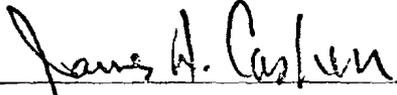
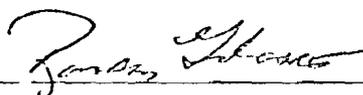
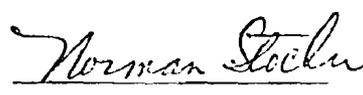
Add a new Section 5 to provide:

"The President of the Association or his designee be granted time off, without loss of pay, to attend seminars or schools relevant to their profession. Not more than three (3) work days or 24 work hours during any one year period will be granted."

H. Death Benefit (Article II, P)

The proposal of the Association is accepted and will be incorporated into the contract.

Agreed and accepted by -

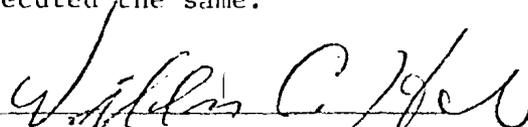
		
James A. Cashen	Ronald Gilcart	Norman Stocker
Chairperson	Employee Panel Member	Employer Panel Member

*Print
-18-*

A State of New York)
County of *Chautauque*

On December *18*, 1981 James A. Cashen personally came and appeared before me and he is known to me to be the individual described in and who executed the foregoing award and he acknowledged to me that he executed the same.

J. C. HALE #772327
Notary Public - State of New York
Qualified - Chautauque County
Commission Expires March 30, 1982


NOTARY

State of New York)
County of *Erie*)

On December *23*, 1981 Ronald Gilcart personally came and appeared before me and he is known to me to be the individual described in and who executed the foregoing award and he acknowledged to me that he executed same.

Lucille H. Knoche

NOTARY LUCILLE H. KNOCHE
NOTARY PUBLIC
In and for the State of New York
My Commission Expires
March 30, 1982

State of New York)
County of *Erie*)

On December *24*, 1981 Norman Stocker personally came and appeared before me and he is known to me to be the individual described in and who executed the foregoing award and he acknowledged to me that he executed same.

Adeline R. Carey

NOTARY

ADELINE R. CAREY
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires March 30, 19 *82*