

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

MAR 1984
CONCILIATION

In the Matter of the Interest Arbitration

- between -

LOCAL 456 - INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN &
HELPERS OF AMERICA

OPINION
-and-
AWARD

- and -

IA 83-17;
M 83-2

TOWN OF EASTCHESTER

Pursuant to Section 209.4 of the New York Civil Service Law, the Public Employment Relations Board, has established a Public Arbitration Panel composed of Lawrence Kalkstein, as Employer Panel Member, Brian M. Lucyk, Esq. as Employee Organization Member, and the undersigned, as Public Panel Member and Chairman, for the purpose of making a just and reasonable determination of the continuing dispute existing in the negotiations between the above named parties, hereinafter referred to as the "Union" and "Town".

After due notice a hearing was held on November 9, 1983. The parties appeared by Robert J. Cohan, Esq. for the Union and Value Management Consultants, Inc. for the Town. The parties were afforded full opportunity to present evidence,

examine witnesses and make argument in support of their respective positions. In addition, the parties submitted post-hearing briefs and each submitted a reply brief which have been considered along with the material offered at the hearing in the preparation and issuance of the following award.

Following the close of the hearing, the Panel met in executive session on January 19, 1984 and reviewed the material presented, weighed the arguments offered and deliberated on all of the issues submitted, taking into consideration, in addition to any other relevant factors, the following criteria set forth in Section 209.4(c) (v) of the Civil Service Law:

(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 services or requiring 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, medical and hospitalization benefits, paid time off and job security.

The parties have made complete and cogent presentations of their positions. No useful purpose is served by a burdening of this opinion and award with a detailed repetition of the evidence, data and documentation offered by the parties in support of their position. The Panel has given careful consideration to the evidence and presentations made as well as to other data and factors as has been deemed relevant in light of the guidelines set down by the governing statute and the economic realities. The Award that follows reflects the concurrence of the Panel of a just and reasonable determination of these matters in dispute.

A W A R D

1. Length of Agreement:

The Agreement shall be of two (2) years duration, commencing January 1, 1983 and expiring December 31, 1984.

2. Wages:

The current salary schedule shall be increased as follows:

Effective January 1, 1983 - Seven and one-half percent (7 1/2 %) across-the-board
Effective January 1, 1984 - Eight percent (8%) across-the-board

3. Leave of Absence:

Article IX, Section 1A1 contained in the Joint Exhibit "1" - contract between the parties dated November 2, 1981, shall be deleted and the following paragraph substituted in its place.

"Personal leave shall be granted by the Chief of Police (or the designated commanding officer) at his discretion which shall not be unreasonably withheld."

Article IX, Section 4, shall be amended to read as follows:

"In the event that any unit member is required to relinquish any one of the three (3) personal leave days by reason of duty priority, such member shall, nevertheless, be paid for such leave day at the regular day pay rate at the end of each calendar year."

4. Hospital Insurance and Welfare Coverage:

Article XI, Section 2, contained in the contract dated November 2, 1981 between the parties (Joint Exhibit "1") shall be amended to read as follows:

"Effective July 1, 1984, upon retirement, the Town shall pay fifty (50%) percent of all health insurance premiums. Upon an employee's fifty-fifth (55th) birthday, if such employee shall have completed at least ten (10) years of service with the Town, the Town shall pay one hundred (100%) percent of all health insurance premiums until employee becomes eligible for Medicare, at which time the Town's obligation to pay any health insurance premiums shall cease."

Article XI, Sections 3 and 4 of said contract shall be deleted.

Article XI, Section 5 shall be renumbered Section 2 and shall be amended to read as follows:

"Effective January 1, 1984, the Town will contribute to the Teamsters Welfare Fund the sum of \$550.00 per active employee per year to be paid on a quarterly basis."

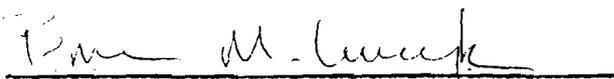
5. Grievance, Machinery and Arbitration:

Article XXIII, Section 4 of the contract between the parties dated November 2, 1981 (Joint Exhibit "1") shall be amended to read as follows:

"Failing agreement, the Union may process such grievance to arbitration through the rules and regulations of the American Arbitration Association and the decision of the arbitrator shall be binding."

6. All other terms and conditions of the prior agreement not modified, amended or changed by the Award or by the express agreement of the parties shall continue unchanged into the new agreement.

Dated: February 14, 1984



BRIAN M. LUCYK, ESQ.
Employee Panel Member



LAWRENCE KALKSTEIN, C.P.A.
Employer Panel Member



THOMAS J. NEWMAN, ESQ.
Public Panel Member & Chairman

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

On the *14th* day of February, 1984, before me personally came BRIAM M. LUCYK to me known and known to me to be the individual described in, and who executed, the Opinion and Award, and acknowledged to me that he executed the same.

Anna C. Carapella

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

ANNA C. CARAPELLA
Notary Public, State of New York
No. 60-0560540
Qualified in Westchester County
Term Expires March 30, 19*85*

On the *14th* day of February, 1984, before me personally came LAWRENCE KALKSTEIN to me known and known to me to be the individual described in, and who executed, the Opinion and Award, and acknowledged to me that he executed the same.

Anna C. Carapella

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

ANNA C. CARAPELLA
Notary Public, State of New York
No. 60-0560540
Qualified in Westchester County
Term Expires March 30, 19*85*

On the *8th* day of February, 1984, before me personally came THOMAS J. NEWMAN to me known and known to me to be the individual described in, and who executed, the Opinion and Award, and acknowledged to me that he executed the same.

Debra A. Jones

DEBRA A. JONES
Notary Public, State of New York
No. 4724768
Residing in Orange County
My Commission Expires March 30, 19*87*