

JUL 13 1984

State of New York
Public Employment Relations Board

RECORDED

JUL 27 1984

CONCILIATION

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In the Matter of the Arbitration

Between

TOWN OF NEW WINDSOR

:

OPINION AND AWARD

And

:

NEW WINDSOR POLICE BENEVOLENT
ASSOCIATION

:

PERB Case No. IA83-13; M82-592

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Arbitrators: Jonathan S. Liebowitz, Esq., Chairman
and Impartial Member

Dr. Charles J. Ganim, Town Panel Member

Reynold A. Mauro, Esq., PBA Panel Member.

The Arbitration Hearings

This case was heard, pursuant to provisions of the N.Y.S. Civil Service Law, §209.4, on November 8, 1983 and January 18, 1984 at New Windsor, N.Y. Both parties submitted written closing arguments. After a delay caused by scheduling requirements of the parties, during which the parties also considered their positions, the Public Arbitration Panel met in Executive Session at White Plains, N.Y. on June 8, 1984. The parties waived the preparation and filing of verbatim transcripts.

Appearances:

For the Town:

Herbert Hoelter, Value Management Consultants.

For the P.B.A.:

John P. Henry, Director of Labor Relations, Tri-County Federation of Police, Inc.

Preliminary Note

A number of issues were resolved by the parties both before and during the arbitration hearings; those items which remained open at the conclusion of the hearings, and which were submitted to the Panel for determination, are decided herein.

The Panel has considered and applied the statutory criteria appearing in §209 (4) (c) (v) of the Civil Service Law (Taylor Law) and has followed Part 205 of PERB's Rules of Procedure in resolving the open issues. While all of the evidence in the record and all of the contentions by the parties have been fully considered by the Panel in reaching its decision, the Panel's determinations, and the reasons therefor, will be stated briefly as required in the interests of economy of time and space.

The Issues and Their Resolution*

By agreement, the duration of the contract shall be two years, commencing on January 1, 1983 and expiring on December 31, 1984. All provisions of the contract which expired on December 31, 1982 shall remain in effect except as altered in this Award. All items resolved or deleted before the submission to the Panel for decision are considered agreed upon and are not awarded.

*Those items followed by a * were decided by a 2-1 vote of the Panel; on all other items, the Panel's decision was unanimous.

As to PBA Demand No. 2, Wages, the Panel awards as follows:

Effective January 1, 1983, base pay for members of the bargaining unit shall be increased by 7% across the board over base pay in effect at the conclusion of the expired (1982) contract.

1. Effective January 1, 1984, base pay in effect for 1983 shall be increased by 8% across the board.* (Member Ganim dissenting).

2. Effective December 31, 1984, the Town shall pay to a Welfare Fund to be established and administered by the PBA the sum of \$100 per year for each full-time employee in the bargaining unit.* (Member Ganim dissenting).

3. Re Contract ¶42, effective with the date of execution of this Award by the Impartial Chairman of the Panel, only an employee with ten years' service or more shall receive payment for accumulated sick days upon separation from service.

4. Re contract ¶53, on the same effective date as in ¶3 above, the mileage allowance shall be deleted and the article shall provide that books or materials used in a course of study shall be the property of the Town and shall be returned to the Town by the employee upon completion of each course.

5. Contract ¶56 shall be deleted, effective the same date as in ¶3, above.

6. Effective on the same date as immediately above, there shall be added to contract ¶14, overtime, the following language:

No officer may accumulate more than 40 hours of compensatory time at any given time. Re current incumbents with in excess of 40 hours now accumulated, the parties will agree on disposition of the excess.

7. PBA Demand No. 1, for a 20-year retirement plan with no age limit (§384-d) is denied.* (Member Mauro dissenting with an opinion).

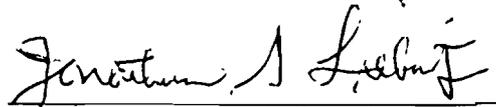
8. PBA Demand No. 7, for three additional holidays - day before Christmas, day before New Year's, Easter day - is denied.* (Member Mauro dissenting).

All of the data submitted by the parties, and the arguments made by them, were considered by the Panel in light of all of the statutory criteria; in light of the parties' submissions, Items (a), (b) and (d) of the criteria, C.S.L. §209 (4) (c) (v), were the most relevant to its determination.

The Panel believes that this Award constitutes a fair and reasonable resolution of the outstanding items in dispute

and should form a sound basis for the parties' continuing collective bargaining relationship for the contract duration set forth in this Award.

Dated: June 21, 1984


Jonathan S. Liebowitz
Chairman and Impartial
Member

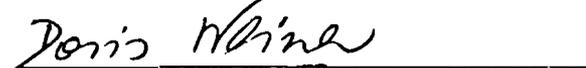

Dr. Charles J. Ganim
Town Panel Member


Reynold A. Mauro
PBA Panel Member

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS:

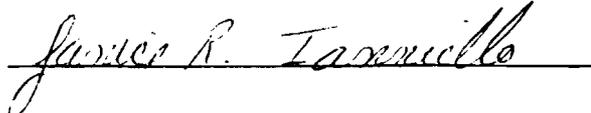
REYNOLD A. MAURO
Notary Public, State of New York
No. 52-4896118
Qualified in Suffolk County
Commission Expires March 30, 19 85

On this 21st day of June, 1984, before me personally came and appeared Jonathan S. Liebowitz, 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.


DORIS WEINER
Notary Public, State of New York
No. 01WE4649165
Qualified in Westchester County
Term Expires March 30, 19 85

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS:

On this ^{6th} day of ^{July} June, 1984, before me personally came and appeared Reynold A. Mauro, 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.

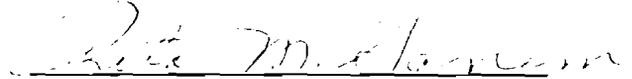

JANICE R. IANNIELLO
NOTARY PUBLIC, State of New York
No. 4800413
Qualified in Nassau County
Commission Expires March 30, 1985

STATE OF NEW YORK)

SS:

COUNTY OF ERIE)

On this ^{16th} day of ^{July} June, 1984, before me personally came and appeared Charles J. Ganim, to me known and known to me to be the individual described in the who executed the foregoing instrument and he acknowledged to me that he executed the same.



RITA M. GANIM
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1986

The Town must recognize that although there was a time where salaries diminished with each geographical mile that was traveled from New York City that this time has long since past. A review of the salary and benefit packages enjoyed by police officers throughout the State will show that the position of police officer is a career and that it is essential that in order to preserve the integrity of the individuals who select that career that municipalities compensate these individuals for their dedication. The evidence submitted by the PBA clearly demonstrated that virtually every Police Department in the State of New York, except for a hand full, enjoy the twenty year retirement. The evidence submitted by the PBA shows that the overall package enjoyed by police officers in New Windsor is considerably less than many that are even further away from New York City than is the Town of New Windsor. The holiday package is another area where this is graphically illustrated.

Although the panel spent many hours in investigating and addressing the multiple of issues that came before it, it is clear that the Town must recognize that it is out of step with other municipalities in this State when considering the position of police officer and if this is a problem that must be addressed in future negotiations.



Reynold A. Mauro, Esq.
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Garden City, New York 11530
(516) 222-1844

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X
In the Matter of Arbitration :

 between :
TOWN OF NEW WINDSOR, :

 And :
NEW WINDSOR POLICE BENEVOLENT :
ASSOCIATION. :
-----X

DISSENTING OPINION

PERB Case No.
IA83-13; M*2-592

This Arbitration Award is the culmination of extensive and long pending negotiations between the parties and will expire by its terms in approximately six months. Two of the most essential and critical items that the parties presented during the term of the negotiations have been addressed by this panel and denied, to wit: the police twenty year retirement and additional holiday pay.

The Town of New Windsor apparently views itself as a remote and irrelevant municipality as in defense of its position in negotiations it continuously compared itself to farming, rural and otherwise backward municipalities in the State of New York. Police officers in the Town of New Windsor are as trained and as capable as any others within the State of New York, yet the Town continuously refuses to recognize the cosmopolitan nature of the work performed.