

CONCILIATION
JUN 01 1984
RECEIVED
BOARD OF PUBLIC EMPLOYMENT RELATIONS

IN THE MATTER OF THE COMPULSORY INTEREST ARBITRATION
BETWEEN THE
VILLAGE OF OSSINING
AND THE
VILLAGE OF OSSINING'S POLICEMENS' BENEVOLENT
ASSOCIATION

N.Y. Public Employment Relations
Board

Case No. 1A83-36; M83-484

Arbitrators

Arthur T. Jacobs, Chairperson
William H. Brown, Jr., Village
Panel Member
John P. Henry, PBA Panel
Member

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William H. Brown, Jr., Village
Panel Member
John P. Henry, PBA Panel
Member

Representation:

For the Association

David Schlachter, Esq.

For the Village

George R. Kupchynsky, Village Manager

Pursuant to Section 209.4 of the Civil Service Law, the undersigned were selected as the public arbitration panel to determine the matters in dispute between the Village of Ossining and the Village's Policemens Benevolent Association. In dispute were the demands of both parties to revise their Collective Bargaining Agreement, which had expired on December 31, 1983.

The panel held two hearings, on March 2 and March 28, 1984. At the first the Association presented voluminous and well documented exhibits and the testimony of Edward J. Fennell, a government finance consultant, analyzing the Village's budget, and of Officer Joseph Burton, dealing with the overtime compensation of the detective force. At the second hearing the Village responded to the Association's arguments and presented its own demands.

At the conclusion of the hearings the parties acknowledged that the panel had before it all the relevant information under Section 209.4 (v) on which its decision could be based; i.e., all relevant wage comparisons, the interests

and welfare of the public, the Village's financial ability, the peculiarities of the police officers' jobs in relation to other occupations, and the impact of previous collective bargaining agreements between them.

The panel members agree (1) that the Village is not financially able at this time to meet all of the PBA's demands and (2) that it is the salary component of the Agreement which most needs strengthening. Consequently, it has in the main put into salary the new money it believes the Village should contribute under this Agreement effective January 1, 1984.

The panel has agreed unanimously on the actions set forth below. Those which change provisions of the Collective Bargaining Agreement that expired December 31, 1983 shall be immediately incorporated into the new Agreement. All other provisions of the previous Agreement shall be continued without change in the new Agreement.

With respect to the Association's demands:

1. Duration of Contract

The new Agreement shall be effective from January 1, 1984 through December 31, 1985.

2. Dental Plan

Effective July 1, 1984 the Village shall enroll members of the bargaining unit and their families in the New York State Federation of Police Group Dental Plan and pay the full cost of this coverage.

3. Minimum Call-Back

Unit members recalled from their scheduled off-duty hours shall receive a minimum of two hours pay at time and a half rate for court appearances and a minimum of three hours pay at time and a half rate for all other work.

4. Overtime

Any unit member working on any of the designated "super holidays" (Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day as set forth in Article IX, Section 5) shall receive for the time worked three times his/her normal rate of pay.

5. Salary

- a. Effective retroactive to January 1, 1984 all salaries shall be increased five (5) per cent.
- b. Effective July 1, 1984 all salaries shall be increased two (2) per cent.
- c. Effective January 1, 1985 all salaries shall be increased six (6) per cent.
- d. Effective July 1, 1985 all salaries shall be increased two and a half (2½) per cent.

6. All the other OPBA demands are denied. For the record they dealt with:

- Adoption of an Optical Plan
- Provision of life insurance
- Provision of an annuity plan (enabling State legislation did not exist when hearings held)
- Increase in night-shift differential
- Increase in vacation time
- Increase in payment for college credits
- Decrease in work week
- Increase in clothing maintenance allowance
- Overtime pay for stand-by
- Increase in rank differential pay
- Increase in longevity pay
- Increase in the number of paid holidays
- Increase in out-of-title pay
- Increase in number of personal leave days
- Increase in pay for detectives on stand-by

All of these denied demands would increase the Village's costs and to the extent this panel might have agreed to any of them would have required a decrease in our salary determination. To repeat, we believe that in this contract as much money as we could support as an additional cost to the Village should go largely into the salary package.

With the respect to the Village's demands:

1. Duration of Agreement

As stated above, the Agreement shall extend from January 1, 1984 through December 31, 1985.

2. Job Description

Article XXII providing for out-of-title pay to unit members performing higher classification duties for more than five consecutive days shall be modified by the following language:

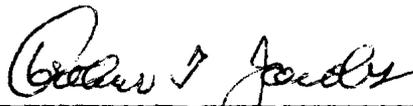
Section 2. The Chief of Police will be permitted to assign unit members as detective trainees at no additional compensation for a period not to exceed 60 working days. No unit member may be assigned such duty more than once during the term of this Agreement.

3. The other three Village demands are denied. They would have reduced the Village's costs, but the panel believes the minimal increases it is recommending in response to the Association's demands are a sufficient response to the Village's strained economic situation.

For the record the Village's demands which we deny were:

- An additional tour a year at no additional cost for each unit member
- Denial of health insurance benefits to unit personnel hired after January 1, 1984
- A reduction of 50 per cent in the Village's payment for successfully completed Police Science or related courses approved by the Board of Trustees.

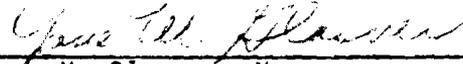
May 3, 1984



 Arthur T. Jacobs, Chairperson

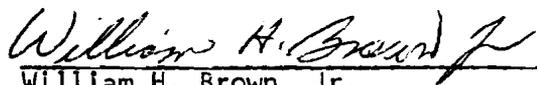
State of New Jersey
County of Bergen

On this 3rd day of May 1984 before me personally came and appeared Arthur T. Jacobs 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 same.



 Jane M. Glasner, Notary

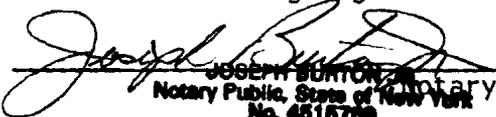
May



 William H. Brown, Jr.

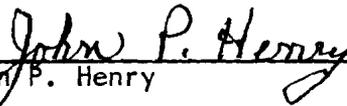
State of ^{New York}
County of ^{Westchester}

On this 22 day of May 1984 before me personally came and appeared William H. Brown, Jr. 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 same.



 JOSEPH BURTON, Notary
 Notary Public, State of New York
 No. 4815788
 Qualified in Westchester County
 Commission Expires March 30, 1985

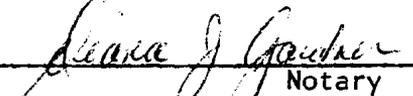
May



 John P. Henry

State of ^{New York}
County of ^{Westchester}

On this 14th day of May 1984 before me personally came and appeared John P. Henry 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 same.



 DIANA J. GARDNER
 Notary Public, State of New York
 No. 4692141
 Qualified in Westchester County
 Commission Expires March 30, 1985