

NEW YORK STATE PUBLIC EMPLOYMENT
RELATIONS BOARD
CASE NUMBER IA84-9; M84-57

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

In The Matter Of The Interest Arbitration
Between

VILLAGE OF ROCKVILLE CENTRE

-and-

ROCKVILLE CENTRE POLICE BENEVOLENT
ASSOCIATION, INC.

By formal notification dated July 11, 1984, the following persons were designated as a Public Arbitration Panel under the provisions of the New York State Civil Service Law, Section 209.4:

Public Panel Member and Chairman:	Jonas Aarons, Esq.
Employer Panel Member:	Peter Bee, Esq.
Employee Organization Panel Member:	Edwin Mace

The above Public Arbitration Panel was constituted for the purpose of making a just and reasonable determination of the dispute existing between the parties here. In accord with the statutory charter, the Panel constituted itself and designated hearing dates, and held hearings on the following dates:
August 21, 1984, August 23, 1984, and October 2, 1984.

During the course of the hearings, the parties were represented by counsel and submitted to the Public Arbitration Panel arguments and evidence in support of their respective positions on the dispute existing between them as to the terms

of a collective bargaining agreement for the period beginning January 1, 1984 and ending December 31, 1985.

During the course of the proceedings the parties were afforded full opportunity to conduct direct and cross-examination of all witnesses, to introduce whatever relevant evidence they saw fit, and were otherwise granted all rights usually permitted in matters of this type.

A transcript of the proceedings was taken by a certified court reporter.

The parties were most concerned with the lapse of time between the beginning of negotiations for the contract and the close of the hearings before the Public Arbitration Panel. There was considerable concern expressed as to the additional length of time that would be required for the Panel to render its determination as it was constituted and in light of the need to coordinate between the Panel Members. Therefore, the parties agreed at the hearing held on October 2, 1984 that the matter would be submitted in toto to the Chairman and Impartial Member sitting as a one-person Panel. So that, in order to expedite the issuance of a determination on the issues between the parties arising out of their collective negotiations and to avoid additional expense of both time and money, the parties agreed the undersigned Public Panel Member and Chairman would be the sole Member of the Panel and further, his Award be rendered as quickly as possible and in as summarized a form as possible.

A number of issues were presented by both parties during the course of the proceedings. However, and the parties are to be

complimented therefor, during the course of the proceedings the issues were narrowed by the mutual consent of the parties so that there was remaining for the Panel a relatively few issues; that is, compared to the large number initially presented.

In reaching the determination set forth hereinafter and Award, the Panel considered the arguments and evidence submitted as well as, and most importantly, the following statutory criteria:

- (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 or private employment in comparable communities;
- (b) The interest 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 of salary, insurance and retirement benefits, medical and

hospitalization benefits, paid time off and job security;

as well as other relevant and pertinent factors usually considered in matters of this type.

As noted hereinabove, at the beginning of the proceedings there were a considerable number of issues still open between the parties--in excess of 20, considerably in excess thereof. The parties had been through mediation and were well aware of the proposals submitted by each, as well as the nature of the disputes on the respective issues submitted by them in negotiations. Each party submitted a considerable amount of evidence and arguments in support of their positions in this matter, and clearly know better than anyone what such are; thus, I see no reason to repeat the arguments submitted by the parties here and will offer as my determination here solely the decision reached on the open issues. This is done because I believe to do it any other way would be superfluous and would unduly lengthen the time to issuance of my Award.

OPINION AND AWARD

1. Duration of Agreement. The Agreement shall be effective from January 1, 1984 and continue in full force until and including December 31, 1985.

2. Salaries. Effective January 1, 1984 there shall be an eight and a half percent ($8\frac{1}{2}\%$) increase to all unit employees across the board.

Effective January 1, 1985 there shall be an eight percent (8%) increase in salaries to all unit employees across the board.

There will be added to the salary schedule a new entry level step (thereby creating a six-step chart) with the salary level for this new step to be \$18,420.00 as of January 1, 1984, \$19,985.00 commencing January 1, 1985.

3. Desk Officer and Detectives' Compensation. Desk Officers and Detectives compensation shall be increased on January 1, 1985 by eight percent (8%).

4. Grievance Procedures. Arbitrators for grievances shall be selected in accord with the procedures of the American Arbitration Association and from such organization's Panel Listings of Arbitrators.

5. Holidays. To the present list of holidays shall be added Martin Luther King, Jr. Day.

6. Longevity. Employees shall be entitled to an additional longevity payment of \$50.00 after ten years of completed service and thereafter in accord with such. So that, whereas now unit employees receive \$1,000.00 after ten years of completed service, they will receive \$1,050.00 after ten years of completed service, and such \$50.00 addition will be reflected thereafter in the longevity provision.

7. Night Differential. The provision for night differential shall be increased by an amount equal to an increase of

eight and a half percent (8½%) as of January 1, 1984; and similarly by an amount equal to eight percent (8%) as of January 1, 1985; thus, for Police Officers who presently get a night differential of \$1.35 per hour, as of January 1, 1984 such amount will be increased by 11 cents, a rounded off monetary amount equal to 8½% of \$1.35. So that, their night differential will go to \$1.46 per hour. Similarly, beginning January 1, 1985 the night differential will be increased by 12 cents, which is a rounded off amount equal to 8% of the \$1.46 night differential for 1984. So that, the night differential beginning January 1, 1985 will go to \$1.58 per hour.

8. Tuition Reimbursement. Each employee will be compensated after the successful completion of a Criminal Justice or Police related college course approved by the Police Commissioner on the following basis:

- A. Maximum of \$50.00 for books and tuition per credit;
- B. Maximum of 6 credits per calendar year per employee may be taken;
- C. A cap of \$10,000.00 total cost per calendar year for the Village.

9. The increases awarded as of January 1, 1984 are to be fully retroactive to such date. Payment of all retroactivity is to be completed by the Village as soon as practicable.

10. All other agreements reached by the parties are to remain in effect, and except as changed here, all other provisions of the contract between the parties are to remain the same.

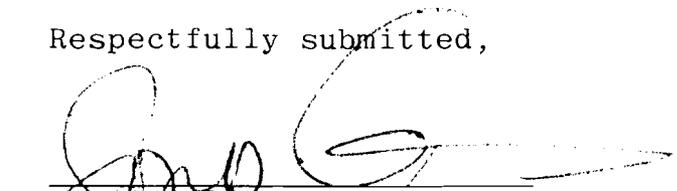
The above constitutes the Award of the Public Arbitration Panel as designated by PERB and as agreed to be constituted by the parties.

In light of the conclusions reached hereinabove, the Panel sees no reason to set forth anything else, except to note

that in reaching the determination hereinabove set forth, the Panel has considered all evidence and arguments submitted by the parties although such may not be set forth or discussed herein at length.

DATED: October 22, 1984

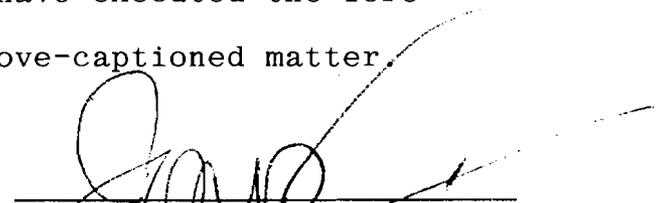
Respectfully submitted,



JONAS AARONS
PUBLIC PANEL MEMBER AND
CHAIRMAN AS SOLE
PUBLIC ARBITRATION PANEL

AFFIRMATION

In accordance with Section 7505 of the Civil Practice Laws and Rules, I hereby affirm that I have executed the foregoing as my Opinion and Award in the above-captioned matter.



JONAS AARONS
PUBLIC PANEL MEMBER AND
CHAIRMAN AS SOLE
PUBLIC ARBITRATION PANEL