



## BACKGROUND

The City and the PBA were parties to a collective bargaining agreement which expired on December 31, 1984. Sometime prior thereto, the parties commenced negotiations for a successor agreement. They proved unsuccessful and on March 11, 1985, the PBA asked the Public Employment Relations Board (PERB) to refer the impasse to a compulsory interest public arbitration panel. Pursuant to PERB's rules the undersigned three member panel was constituted to resolve the dispute.

A hearing on the matter was held on August 1, 1985. At the hearing, the parties were given full and fair opportunity to introduce evidence and arguments in support of their respective positions and to engage in the direct and cross examination of sworn witnesses. After the hearing, the parties submitted briefs. Upon the Panel's receipt of same, the record was declared closed.

## POSITIONS OF THE PARTIES

### 1. Salary

#### A. PBA

The PBA asserts that an annual increase of twenty-five per cent is warranted. It maintains that salaries for Police Officers in Middletown are low when compared with salaries paid in other comparable municipalities in Orange County. For

example, the PBA notes, a Police Officer with five years experience makes \$23,070 in the Town of New Windsor and \$22,041 in the City of Newburgh, while the same Officer earns only \$21,106 in Middletown.

In addition, the PBA argues that increases for 1985 will average far in excess of the four per cent increase offered by the City. As the PBA computes it, the average increase for Orange County communities will be 9.6%, more than double the City's offer.

Under these circumstances, the PBA maintains that the City's offer is wholly inadequate. It suggests that a twenty-five per cent increase is appropriate.

#### B. The City

The City argues that very modest increases are warranted. It points out that 42% of its property is tax exempt. Thus, the City reasons that its ability to raise taxes to fund a salary increase is severely limited.

Furthermore, the City argues that most of its residents cannot afford substantial tax increases. In fact, the City notes, over fifty per cent of its population earn annual salaries below \$21,600 and are placed in the low to moderate income range (City Exhibit 2).

In addition, the City argues that there has been a dramatic deterioration in its downtown business area over the

past twenty years (City Exhibit C). Reversing this trend, the City maintains, will require a large investment of funds, thereby making substantial increases for the PBA impossible.

Finally, the City notes that the Consumer Price Index is rising less than four per cent per year. In addition, the City contends, salary settlements in the public sector are averaging four per cent per year.

Under these circumstances, the City argues that a four per cent annual increase for all bargaining unit members is fair and reasonable. According to the City, that offer takes into account the legitimate economic needs of the members of the PBA and also reflects its own difficult economic situation.

## 2. Payment for Accumulated Sick Leave

### A. PBA

The PBA asks that payment for accumulated sick leave be increased from the current 40% to 100%. It suggests that the addition would be an incentive to reduce the use of sick leave time and would, therefore, benefit both parties.

### B. The City

The City rejects this proposal as excessive and unwarranted.

## 3. Clothing Allowance

### A. PBA

The PBA seeks an increase from the current \$300 to \$500. It argues that increased clothing costs warrants such a raise.

B. The City

The City argues that the \$300 rate compares favorably with other municipalities. Thus, it contends that any increase in this allowance is unnecessary.

4. Cleaning Allowance

A. PBA

The PBA notes a substantial increase in costs of cleaning. Accordingly, it asks that this item be raised to \$550 per year.

B. The City

The City rejects this proposal.

5. Health Insurance for Suspended Employees

A. PBA

The PBA points out that the Agreement permits suspended employees to lose health insurance if the suspension is extended by action of the employee's representative. The PBA seeks the continuation of health insurance payments until the matter is adjudicated.

B. The City

The City asserts that the proposal is unreasonable since it permits payment for health insurance coverage as a result of delays by the Union. Thus, the City asks that the proposal be rejected.

6. Holiday Pay

A. PBA

The PBA seeks straight time pay in addition to other

compensation for all hours worked on a holiday. In support thereof, it notes that other Orange County employees receive more holiday pay than do its members.

B. The City

The City rejects this proposal. In addition, it asks that the current pay for the current twelve holidays be amended as follows: from ten in time and two in pay to seven in time and five in pay.

7. Holidays

A. PBA

The PBA asks that its members be given holiday compensation for any day declared a national day of mourning, prayer, etc. by the President of the United States or Chief Executive of a local municipality.

B. The City

The City counters that certain holidays previously granted the PBA should be eliminated.

8. Interest

A. PBA

The PBA seeks interest on any retroactive wage and benefit increase awarded by the Panel. It argues that the City has profited from the lengthy negotiations process and that this profit should be returned to Police Officers.

B. The City

The City sees no need for this proposal.

9. Night Differential

A. PBA

The PBA seeks a differential for employees who must work rotating shifts. It argues that these shifts disrupt employees' personal lives. Thus, it suggests that a differential is warranted as a result.

B. The City

The City argues that this proposal is unique among comparable jurisdictions. Thus, it asks that the proposal be rejected.

10. Time Off for PBA President

A. PBA

The PBA contends that its President should be given time off to attend meetings of the Tri-County Federation of Police. Since the PBA is a member of this organization, it maintains that the proposal is warranted.

B. The City

The City argues this proposal is not meritorious.

11. Carryover of Unused Personal Leave Time

A. PBA

The PBA asks that any unused personal leave days be carried over into succeeding years. It asserts that the relatively low number of personal leave days accorded its members justifies awarding this proposal.

B. The City

The City rejects this proposal and counters that the Chief of Police should be given the discretion to deny up to four personal leave requests per year so as to deal with possible manpower shortages.

12. Funeral Expenses

A. PBA

The PBA seeks payment of reasonable funeral expenses for an employee who dies in the performance of his duties. it argues that this proposal is common and, thus, should be awarded.

B. The City

The City rejects this proposal.

13. Life Insurance

A. PBA

The PBA seeks a \$50,000 life insurance policy for each of its members. It argues that since a Police Officer's work is very hazardous, this proposal is justified.

B. The City

The City claims that it simply cannot afford benefits in addition to the salary it has offered.

14. Agency Fee

A. PBA

The PBA argues that this is a no cost proposal which assumes that all unit members pay their fair share of representation costs.

B. The City

The City claims that there is no need to grant this proposal.

15. Overtime

A. PBA

The PBA asks that many of the current provisions in the expired Agreement be altered. In addition to seeking pay and compensatory time, the PBA asks that the current provision which provides that officers will not be paid for the first thirty minutes of overtime after an eight hour tour be deleted.

B. The City

The City rejects all of the PBA's proposals in this area. It argues that they are financially excessive or administratively burdensome.

16. Welfare Fund

A. PBA

The PBA asks that the fund be increased from \$150 per member to \$300 per member, retroactive to January 1, 1985. It cites increases in insurances maintained by the Fund as justification for the doubling of the City's contribution.

B. The City

The City argues that the increase sought by the PBA is excessive, particularly in light of all the PBA economic demands.

17. Severance of Bargaining Unit

A. The City

The City asks that Lieutenants and Sergeants be placed in a separate bargaining unit. It maintains that great potential for conflict exists when superior officers are in the same unit with those whom they supervise.

B. PBA

The PBA argues that the proposal is a non-mandatory subject of bargaining. Therefore, it contends that the proposal should not be considered by this Panel.

18. Added Salary Step

A. The City

The City seeks an added salary step beyond the starting one. It argues that this proposal will give its overburdened budget some measure of economic relief.

B. PBA

The PBA argues that the proposal would further reduce Police Officers' salaries when compared to comparable jurisdictions. Therefore, it asks that the proposal be rejected.

19. Out of Title Work

A. The City

The City asks that employees be permitted to engage in out of title work for up to 25 consecutive days before they are compensated at the higher rated pay. The City argues that

the proposal is necessary to save money in difficult economic times.

B. PBA

The PBA asserts that the City has presented no economic rationale to justify granting this proposal. Accordingly, it asks that the present contract language be retained.

20. Replacement Costs for Damaged Equipment

A. The City

The City contends that the replacement costs for damaged equipment or uniforms should be based on their age and condition. In its view, this system would more accurately reflect the value of these items.

B. PBA

The PBA asserts that the administrative cost of this proposal would exceed any savings realized.

21. Bi-weekly Payroll

A. The City

The City asks that salaries be paid on a bi-weekly basis. It asserts that the proposal is administratively sound and would create little hardship for members of the unit.

B. PBA

The PBA rejects this proposal as unnecessary and unwarranted.

22. Re-Call Time

A. The City

The City asks that the present contract language providing for a two-hour minimum recall for civil and departmental

appearances be deleted. It argues that this provision is unnecessary.

B. PBA

The PBA argues that many jurisdictions provide this benefit. As such, the PBA asks that it be retained.

23. Work Schedule

A. The City

The City asks that it be permitted to assign an officer up to 2080 hours per year. In addition, it seeks to be able to change an officer's schedule on seven days' notice.

B. PBA

The PBA counters that these changes are unnecessary. Instead, it seeks a decreased work chart for members of its unit.

24. Health Insurance Costs

A. The City

The City asks that its contributions for health insurance payments be frozen at their December 30, 1984 level. It argues that this proposal is necessary to hold the line on spiralling health insurance costs.

B. PBA

The PBA argues that the City is in a far better position to pay insurance increases than are Police Officers. Thus, it asks that the proposal be rejected.

25. Grievance Procedure

A. The City

The City asks that the definition of a grievance be limited to an alleged violation of the Agreement or an established working condition. It suggests that any other definition would include non-mandatory subjects of bargaining and, therefore, should be changed.

B. PBA

The PBA sees no need to alter the existing language. Instead, it asks that all grievances be processed solely through its grievance committee.

26. Longevity

A. The City

The City asks that longevity payments be included on the salary schedule to more nearly reflect wages actually earned.

B. PBA

The PBA rejects this proposal and instead seeks increases in longevity pay equal to percentage increases in base salary.

27. Vacation Accumulation

A. The City

The City asks that first year officers accumulate vacation time on a pro rata basis. It suggests that this proposal would prohibit extensive use of vacations by individuals who recently joined the police force.

B. PBA

The PBA argues that this proposal is unnecessary. In its view, first year officers incur the same hazards as senior officers and thus, should be entitled to accumulate vacation in the same manner.

28. Optional Wear

A. The City

The City asks that it be given the right to direct Police Officers to wear ties, hats and other apparel generally regarded as part of an Officer's uniform. Accordingly, it asks that references to the optional wearing of these items be deleted from the Agreement.

B. PBA

The PBA rejects this proposal.

29. Personal Leave Accrual

A. The City

The City asks that first year Officers accrue personal leave on a pro-rata basis. It argues this proposal is equivalent to its demand on vacation leave accrual for first year Officers.

B. PBA

The PBA rejects this proposal for the same reason outlined in Item (27) above.

30. Medical Leave

A. The City

The City seeks the right to require Officers who are

absent for three consecutive days for illness to furnish a doctor's certificate to verify same.

B. PBA

The PBA rejects this proposal as an unwarranted intrusion in a Police Officer's personal life.

## DISCUSSION AND FINDINGS

Several introductory comments are appropriate. The Panel's role in a dispute such as this is a difficult one. We must weigh and balance the right of the City to provide essential services to the public with the legitimate interest of the Union to promote the welfare of its members. In considering these competing needs, the Panel strove to produce results which were fair to both parties. It was inevitable that some of our conclusions would not be unanimously arrived at. Individual Panel members dissented on some results which were unfavorable to their point of view. As such, individual items have been agreed to by a majority vote. Nonetheless, the Panel believes that our determination, when viewed in its entirety, fairly reflects the interests of the City and the needs of the PBA.

In addition, we have carefully considered all proposals of each party whether discussed below or not. Thus, any item upon which we make no specific finding, is herewith rejected.

Finally, we note that our findings were reached while considering the statutory criteria. That is, in making our decision to have considered:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills...
- 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. such other factors which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment.

With these principles in mind, we turn to the specific proposals raised by the parties.

#### 1. Term of Agreement

The Statute bars the Panel from imposing an agreement for more than a two year period. Since the prior agreement expired on December 31, 1984, an agreement for less than two years makes little labor relations sense. Accordingly, the circumstances of this case require that a two year agreement be imposed. It shall run from January 1, 1985 to December 31, 1986.

#### 2. Salary

Both parties presented cogent arguments in support of their respective positions. While some increases are warranted, the PBA's proposed 25% rise in each of two years is excessive. No other comparable jurisdiction has received raises equal to one-half that figure. The rise in the Consumer Price Index has averaged approximately one-sixth the requested increase. Therefore, we cannot order salary improvements which approach those requested by the PBA.

On the other hand, we believe that the City's proposed four per cent increase for each of two years is inadequate.

The record reveals that similarly situated jurisdictions have received raises beyond that offered by the City. For example, the Villages of Goshen, Greenwood Lakes, Blooming Grove, New Windsor and Newburgh will see Police Officers' salaries rise by an average of 6.1% for 1985. In addition, we note that Firefighters and Civil Service workers in the City of Middletown received 5% increases for the same year. Furthermore, the Consumer Price Index is currently increasing at an annual rate of slightly less than 4%.

Thus, the relevant statutory criteria suggest that increases in the four to six per cent range are warranted. Therefore, we believe that the following raises are in order.

Effective January 1, 1985 - 5%

Effective January 1, 1986 - 4%

Effective July 1, 1986 - 2%

These increases take into account relevant economic data. They reflect the legitimate economic needs of PBA members. They also reflect the ability of the City to pay. They are reasonable and justified.

### 3. Payment for Accumulated Sick Leave

No justification exists for this proposal. Its cost would be great and there is no showing that it would improve

officer attendance. Accordingly, it is rejected.

#### 4. Clothing Allowance

Some increase is warranted in this area. The record reveals that the current \$300 allowance is relatively low when compared to actual costs in other jurisdictions. In consideration of these factors, we believe that a \$25 raise is justified for 1985 and another \$25 increase is appropriate for 1986. Furthermore, we note the parties' agreement that Article V, Section 1 is in error. It provides a \$200 allowance for new Police Officers. That language should provide that new officers, upon hiring, shall receive the regular clothing allowance.

#### 5. Cleaning Allowance

There is no doubt that cleaning costs have increased substantially in recent years. As a result, some improvement is justified in this area. Accordingly, we believe that cleaning allowances should be improved by \$25 for 1985 and an additional \$25 in 1986.

#### 6. Health Insurance

Both parties made proposals in this area. After reviewing the record, we are convinced that both must be rejected.

If the PBA's representatives delay hearings for suspended employees, the City should not have to pay for additional health insurance for those individuals. Similarly, while costs of

health insurance premiums are increasing, there is no showing that numerous other jurisdictions have imposed such freezes. Accordingly, we conclude that no changes in this area are warranted.

#### 7. Overtime

Both parties made numerous proposals in this area. Suffice to say, we reject all proposals with one exception. The current Agreement provides that the first thirty minutes of overtime after an eight hour tour shall not be compensable.

We recognize that a few minutes of overtime is often unavoidable. Administrative details often require Police Officers to exceed their tour of duty even though the shift's work is done. However, where overtime work is substantial, members of the unit should be appropriately compensated. They cannot be expected to provide services to the City for free. Accordingly, we shall order that, effective January 1, 1986, the first fifteen minutes of overtime shall not be compensated, instead of the first thirty minutes as contained in the expired agreement.

#### 8. Longevity

We believe that some adjustments are warranted. We note that Firefighters' Agreement provides that longevity stipends shall increase by percentage raises in base pay. It would be inequitable to bar Police Officers from receiving the same benefit. However, the recognition that longevity is

a form of salary must, therefore, be reflected in the schedule itself. Thus, we shall order that longevity payment be included on the salary schedule. The longevity payments in the expired agreement shall be increased by the amount of the general wage increase.

#### 9. Holidays and Holiday Pay

Numerous proposals were submitted on this issue. We believe that two adjustments in the expired Agreement are justified. First, it is undisputed that Martin Luther King Day will be a national holiday, effective January 1986. Clearly, Police Officers are entitled to the same benefits as are other citizens of the United States. Thus, effective January 1986, Martin Luther King Day shall be added to the holidays contained in the expired Agreement.

Currently there are twelve holidays, ten of which are paid in time and two of which are compensated with money. With the addition of a thirteenth holiday, it is reasonable for the City to pay for that one in money as well. Thus, ten holidays should be compensated in time and three should be compensated monetarily.

As a result, the status quo, with the exception of the added holiday, will be retained. Nothing in the record convinces us that any other adjustments in holidays or holiday pay should be effected. Accordingly, all other proposals in this area are rejected.

10. Welfare Fund

The current figure of \$150 per member is low. In light of substantial increases in insurance benefits covered by the fund, a concomitant increase in the City's contribution is warranted. However, we see no justification for providing any retroactive increase. Clearly, the Fund could not purchase additional benefits on a retroactive basis. Thus, we shall order that the City's contribution be increased to \$300 per member effective January 1, 1986.

11. Interest on Retroactive Compensation

Nothing in the record suggests that the City unduly delayed the course of these lengthy negotiations. Thus, there exists no justification to grant interest on any retroactive monies due Police Officers. This proposal is rejected.

12. Night Differentials

The record reveals that few, if any, comparable jurisdictions provide similar benefits to those sought by the PBA.

Furthermore, given the other benefits provided herein, the establishment of this benefit, at this time, would be excessive.

### 13. Time off for PBA President

The PBA sought additional days to attend conferences of the Tri-County Federation of Police. The Federation is a recognized umbrella organization of which the PBA is a member. Thus, some time off should be afforded the President to attend its conferences. However, the number of days spent in such meetings should not be open ended. Thus, we shall order that the current 18 days off for the PBA President be increased to 20. As a result, the President will have sufficient time to attend these meetings without unduly impairing the operation of the police force. The President may use this time for seminars, meetings, conventions, etc.

### 14. Funeral Expenses

The death of an officer engaged in the performance of his duties is a tragic event. It is a painful reminder of the hazards members of the unit face on a daily basis. As such, it is reasonable to require the City to share in the funeral expenses which the bereaved family must pay. Accordingly, we shall require that the City pay 50% of funeral costs, up to a maximum payment of \$2500.

### 15. Agency Fee

Normally, a proposal such as this makes sound labor relations sense. Here, however, the record indicates that all

members of the unit are also members of the PBA. As such, the proposal is unnecessary. Thus, it is rejected.

#### 16. Grievance Procedures

The record does not warrant changes in this procedure. There is no evidence that processing disciplinary proceedings through hearing officers selected by the City Council has adversely affected the due process rights of Police Officers. Nor does the record demonstrate that the PBA has filed frivolous grievances over non-mandatory subjects of bargaining. Thus, we reject, with one exception, all proposals in this area.

That exception relates to the exclusive right of the PBA to process grievances. Granting such a right to the PBA will further labor relations stability in the administration of grievances. Therefore, we direct that the Agreement include the following clause:

All grievances shall be presented through the Association Grievance Committee, which shall have the exclusive right to process a grievance with the City, except as mandated by State and/or Federal Law.

#### 17. Separation of Bargaining Units

Whether or not Sergeants and Lieutenants should be in a separate bargaining unit is a complex issue. Appropriate bargaining unit placement properly belongs before a tribunal established to hear and adjudicate such matters. In our view, then, this matter should be dealt with by the PERB and not this Panel. Accordingly, the City's proposal is rejected.

18. Out of Title Work

Neither party has made a compelling case for changes in this area. Thus, we conclude that the present language should remain unaltered.

19. Bi-Weekly Payroll

Changing from a weekly to a bi-weekly payroll will undoubtedly cause some inconvenience to unit employees. However, we note that most public sector employees are paid on a bi-weekly or semi-monthly basis. In addition, the record reveals that the City's Firefighters are now paid on a bi-weekly basis. Thus, the proposed is reasonable and warranted. It is granted.

20. Added Salary Step

There is no showing that the number of salary steps is less than those for comparable jurisdictions. As such, an additional one would not serve the best interests of the parties. It would only depress Police Officers' salaries when compared to other areas. Thus, the proposal is rejected.

21. Optional Wear

A compelling case may or may not exist to require Police Officers to wear name tags, hats and ties at all times. However, as both parties recognize,

there exists a need for uniformity and professionalism in the appearance a Police Officer conveys to the public. Therefore, we shall direct that a Committee be established to determine if any changes in the current practice.

## 22. Vacations and Vacation Accrual

Certain changes in this area are warranted. First, it is legitimate to require newly hired Police Officers to accumulate vacation time on a pro-rata basis during their first year of employment. This system precludes new Officers from taking their full vacation shortly after being hired. As such, it contributes to the efficiency of the City's operation, while not diminishing the annual vacation allowance accorded these employees. Thus, we shall order that Police Officers shall accumulate 5/6th of a vacation day for each month of service during their first year of employment.

Second, for administrative purposes, it is best that an Officer be credited with his full vacation entitlement effective January 1st., 1986, and each January 1st. thereafter. In the case of an Officer with an anniversary date mid-year, his vacation entitlement shall be the highest entitlement in the fiscal year. The Officer shall accrue his vacation on a month to month basis according to his years of service. If an Officer is on workmens' compensation, he may carry over his vacation to the following year.

This change in accrual shall not, in any way, alter the existing practice by which Officers schedule their vacation.

## 23. Personal Leave and Personal Leave Accumulation

The record reveals that major changes in this area are

not justified. Many jurisdictions provide comparable numbers of personal leave days to their Police Officers. Similarly, the City's demand that the Chief of Police be given the right to deny four personal days per year is equally unsupported by the record. However, consistent with our findings in Item (22) above, Police Officers in the first year of service should have their personal leave days prorated as follows:

Date of Hire	No. of Personal Leave Days
January 1 - April 30	3 days
May 1 - August 31	2 days
September 1 - December 31	1 day

24. Medical Leave

The City's proposal in this area is a reasonable one. Absences of three consecutive days or more reflect reasonably serious illness. To ensure that these absences are legitimate, the City should have the right to require a physician's certificate attesting to such absences. This proposal, we note, is common in many public sector agreements. Thus, it is awarded.

25. Life Insurance

The record reveals that the current amount of life insurance benefit provided Police Officers is better than that in most other jurisdictions. In fact, no jurisdiction provides a \$50,000 life insurance policy, as request by the PBA. Thus, this proposal must be rejected.

26. Replacement Costs of Damaged Equipment

There is no showing that the current systems represents a windfall for Police Officers. Accordingly, the City's proposal

is rejected.

27. Re-Call Time

The record does not warrant changes in this area. All proposals are, therefore, rejected.

28. Work Schedules

Neither side has demonstrated a compelling need for its proposals. Sound labor relations requires that the status quo be maintained.

In sum, our findings above fairly reflect the rights and interests of the parties. They are also consistent with the statutory criteria set forth in Section 209.4 of the New York Civil Service Law. Though panel members may disagree on various specific items, the findings read as a whole, reflect a delicate balance of potentially competing needs. All other proposals, whether or not specifically addressed above, are rejected.

AWARD

1. The term of this Agreement shall be January 1, 1985 -  
December 31, 1986.

2. Salary

Salaries shall be increased as follows:

Effective January 1, 1985 - 5%  
Effective January 1, 1986 - 4%  
Effective July 1, 1986 - 2%

3. Clothing Allowance

a. Article V, Section 1 shall be amended to indicate that new Officers receive the clothing allowance upon their hiring.

b. The clothing allowance shall be increased by \$25 for each of the two years covered by this Agreement.

4. Cleaning Allowance

The cleaning allowance shall be increased by \$25 for each of the two years covered by this Agreement.

5. Overtime

Effective January 1, 1986, the amount of non-compensated overtime following an eight hour tour of duty shall be decreased from thirty minutes to fifteen minutes.

6. Longevity

Longevity payments shall be increased by the percentages listed in (2) above. In addition, longevity payments shall be reflected on the salary schedule.

7. Holidays and Holiday Pay

a. Effective January 1986, Martin Luther King Day shall be added as a holiday under the Agreement.

b. Effective January 1986, ten holidays shall be compensated in time and three holidays shall be compensated in money.

8. Welfare Fund

The City's contribution to the Welfare Fund shall be increased to \$300.00 per member effective January 1, 1986.

9. Released Time for PBA President

Effective January 1, 1986, the President shall be given twenty days per year to attend meetings, seminars and conventions related to PBA business.

10. Funeral Expenses

The City shall pay 50% of the funeral costs of a member who dies while engaged in the performance of his or her duties, up to a maximum payment of \$2500.

11. Grievance Procedure

The Agreement shall be amended to provide:

All grievances shall be presented through the Association Grievance Committee, which shall have the exclusive right to process a grievance with the City, except as mandated by State and/or Federal Law.

12. Bi-Weekly Payroll

The Agreement shall be amended to provide that Police Officers shall be paid on a bi-weekly basis once the enabling charter revision is passed.

13. Optional Wear

The Agreement shall provide for the establishment of a Committee to discuss and determine changes in the current policy related to the wearing of name tags, ties and hats.

14. Vacation Entitlement

Awarded as per Opinion below.

15. Personal Leave Accruals

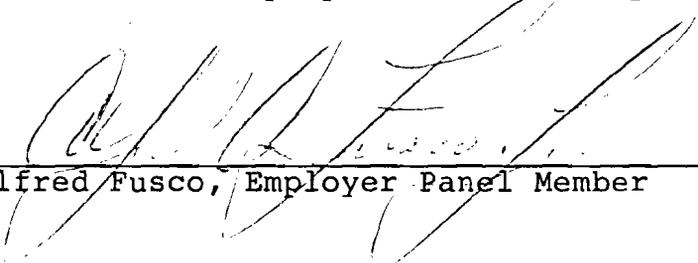
Police Officers in the first year of service shall be entitled to personal leave as follows:

Date of Hire	No. of Personal Leave Days
January 1 - April 30	3 days
May 1 - August 31	2 days
September 1 - December 31	1 day

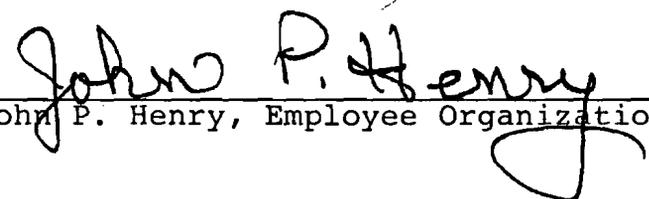
16. Medical Leave

The Agreement shall be amended to give the City the right to require a physician's certificate for any absence due to illness of three consecutive days or more.

17. All other proposals are hereby rejected.

  
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 Alfred Fusco, Employer Panel Member

2/11/86  
Date

  
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 John P. Henry, Employee Organization Panel Member

2/13/86  
Date

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 Martin F. Scheinman, Esq., Public Panel Member

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