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CONCILIATION

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Interest Arbitration	:	
	:	
-between-	:	O P I N I O N
	:	
PENN YAN POLICE BENEVOLENT ASSOCIATION, INC.	:	A N D
	:	
-and-	:	A W A R D
	:	
VILLAGE OF PENN YAN, NEW YORK	:	PERB Case #IA86-3; M85-496
	:	
	:	

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INTRODUCTION

The present matter before the Panel is an Interest Arbitration between the Penn Yan Police Benevolent Association and the Village of Penn Yan, New York. This procedure was invoked pursuant to the provisions of New York Civil Service Law, Section 209.4, and Part 205 of the Rules of Procedure of the New York State Public Employment Relations Board.

On April 18, 1986 a petition filed by the Police Benevolent Association, herein after referred to as the PBA, was received by PERB for Interest Arbitration. The Village responded with its Response which was received by PERB on April 28, 1986. The collective bargaining agreement was to expire on May 31, 1986. Along with its Response the Village filed Improper Practice charges. This led to the filing of of additional Improper Practice charges by the PBA which were

received by PERB on May 9, 1986. In response to the original petition, PERB on May 21, 1986, designated a Public Arbitration Panel for the purpose of making a just and reasonable determination consistent with the statutory provisions and procedural rules applicable to the Interest Arbitration process.

The designated Panel was constituted as follows:

Douglas J. Bantle, Esq.	Chairperson
Gerald A. Nissen	Employer Appointee
Gene Mitchell	Employee Appointee .

A stipulation dated June 19, 1986 settled the Improper Practices between the parties. Arbitrators Nissen and Mitchell signed that agreement.

The arbitration hearing was held on July 7, 1986, at the Surrogate's Court of Yates County located in the Village of Penn Yan. Both sides gave presentations on all of the open issues. Appearing for the Village was Anthony Geraci, Esq., and for the PBA, Joseph Sanchez, 3rd Vice President of the Police Conference of New York, Inc. Geraci gave all of the testimony for the Village. Edward J. Fennell and Donald Wood testified for the PBA along with Sanchez.

The Panel has determined that no useful purpose would be served by an inclusion of a summary and a review of the parties respective positions which have been articulated by the parties at the hearing.

The Panel in its deliberations and in making this Award

has specifically considered comparisons of wages, hours, and conditions of the employees relative to wages, hours, and conditions provided other employees engaged in the delivery of similar services, or involved in the application of similar skills under comparable working conditions.

Additionally, it has similarly considered the proposals of the bargaining unit at hand relative to those prevailing in both public and private employment in Penn Yan and comparable communities. The Panel has integrated into its evaluation consideration of the interests and welfare of the public and the Public Employer's ability as well as willingness to pay.

The Panel has weighed the evidence submitted including, but not limited to the following, the hazards of this particular type of employment, physical qualifications required, educational demands, mental qualifications, and job training and skills. Further, it has considered the terms of preceding collective bargaining agreements between the parties, and the history of compensation and benefits provided therein.

The Panel decided in this Opinion and Award to present just its determinations on the questions presented to it. It has not attempted to draft the complete contract language which will be included in the final collective bargaining agreement between the parties.

Any Award of this type includes compromises by both parties. Both the Employee and Employer appointed Arbitrators worked diligently during the July 18, 1986, Executive Session to represent the interests of its constituents. It should be noted that the Panel is unanimous in this Award.

THE AWARD

In arriving at this Award the Panel used the numbering from the original PBA petition. Those numbers are used below for reference purposes.

1. TERM OF CONTRACT- The contract will be for two (2) years effective June 1, 1986 and ending May 31, 1988.
  2. COMPENSATION- Increase of 5.75%, effective June 1, 1986 for 1986-1987. Increase of 5.75%, effective June 1, 1987 for the 1987 to May 31, 1988 period.
  3. SHIFT DIFFERENTIAL- The Panel did not award this item requested by the PBA.
  4. LONGEVITY- A \$100 increase is awarded effective the first year of the Award. *All items are 100% 1986*
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5. VACATION- The Panel awards an increase to four (4) weeks of vacation after twelve (12) years and five (5) weeks of vacation after sixteen (16) years. This is effective the first year of the agreement.

6. UNIFORM ALLOWANCE- The allowance amount will be increased \$25 effective the first year of the agreement.

7. SICK DAYS- Sick Day maximum accumulation will increase from 150 to 170 days, effective the first year of the agreement.

The new contract language will allow an officer retiring with a pension from the New York State Employees' Retirement System to take his accumulated sick days in cash in lieu of continued Blue Cross/ Blue Shield payments as stated in the current Agreement in Article IX(1)(c). THE MAXIMUM CASH PAYMENT TO BE TWO-THIRDS (2/3RDS) OF HIS ACCUMULATED DAYS.

8. PERSONAL DAYS- The Panel does not award any change in Personal Days.

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9. HOLIDAY PAY AND VACATION PAY- The Panel awards the following:

When an employee actually works on a holiday and elects to take pay in lieu of another day off, he shall be compensated at two (2) times his regularly hourly pay.

10. DENTAL PLAN- The Panel does not award this item requested by the PBA.
11. GRIEVANCE PROCEDURE- The Panel adopts the grievance procedure which was submitted by the PBA in its Petition as "Exhibit B". Exhibit "B" will become the new grievance procedure for the agreement.
12. MINIMUM NUMBER OF EMPLOYEES CLAUSE- This was dropped by the PBA in the Improper Practice stipulation.

The Employer in its Proposals had "Staff Meetings" as an issue. The Panel has resolved this issue in the following way. The Chief may require up to six (6) staff meetings per year of up to one (1) hour duration for each meeting. The employees will be compensated at one and one-half (1-1/2) time compensatory time off or with the option of one (1) hour of pay at one and one-half (1-1/2) times one's hourly rate.

Below are the signatures of the Panel members.

July 22, 1986  
Mendon, New York 14506-0145

*Douglas J. Bantle, Esq.*  
DOUGLAS J. BANTLE, ESQ.  
PUBLIC MEMBER OF THE PANEL

Joining with the Public Member of the Panel:

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

CONCURRING: *Gerald A. Nissen*  
GERALD A. NISSEN  
EMPLOYER PANEL MEMBER

Sworn to me before me this 28<sup>th</sup> day  
of July, 1986.

*Shirley Condella*  
Notary Public **SHIRLEY CONDELLA**  
Notary Public, State of New York  
YATES COUNTY No. 01CO-C721465  
Commission Expires March 03, 1987

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

CONCURRING: *Gene Mitchell*  
GENE MITCHELL  
EMPLOYEE PANEL MEMBER

Sworn to me before me this 28<sup>th</sup> day  
of July, 1986.

*Shirley Condella*  
Notary Public **SHIRLEY CONDELLA**  
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YATES COUNTY No. 01CO-C721465  
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