

BOARD OF COLLECTIVE BARGAINING  
IMPASSE PANEL

PATROLMEN'S BENEVOLENT ASSOCIATION  
OF THE CITY OF NEW YORK

AND

THE CITY OF NEW YORK

Docket No. I-115-74

Robert Coulson, Chairman  
Walter Gellhorn  
Emanuel Stein

April 30, 1975

## A P P E A R A N C E S :

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In this document, the above parties are referred to  
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Table of Contents

|                                                            | <u>Page</u> |
|------------------------------------------------------------|-------------|
| Background . . . . .                                       | 1           |
| I. The Salary Issue . . . . .                              | 4           |
| (1) Comparability . . . . .                                | 8           |
| (2) Overall Compensation . . . . .                         | 17          |
| (3) Cost of Living . . . . .                               | 18          |
| (4) Interest and Welfare of the Public . . . . .           | 19          |
| (5) Conclusion as to Base Salary . . . . .                 | 21          |
| II. Cost of Living Adjustment . . . . .                    | 23          |
| III. Premium Pay for Weekend Work . . . . .                | 24          |
| IV. Retroactive Interest . . . . .                         | 26          |
| V. Vacations . . . . .                                     | 27          |
| VI. Released Time for Delegated Monthly Meetings . . . . . | 28          |
| VII. Productivity . . . . .                                | 29          |
| Summary of Recommendations . . . . .                       | 30          |

### BACKGROUND

The prior contract between the PBA and the City expired by its terms on June 30, 1974. Beginning in April of that year, the parties negotiated on the terms of a new agreement, but without success. On December 9, 1974, the Board of Collective Bargaining determined that it would be appropriate to submit the unsettled issues to an Impasse Panel.

On December 27, 1974, the undersigned were constituted an Impasse Panel by the Board of Collective Bargaining, pursuant to Section 1173-7.0(c)2 of the New York City Collective Bargaining Law (Administrative Code, Chapter 54; Local Law 53 - 1967, as amended by Local Laws 1 and 2 of 1972) to "mediate, hold hearings ... take whatever action it considers necessary to resolve the impasse" between the PBA and the City, and to "render a written report containing findings of fact, conclusions and recommendations for terms of settlement." (NYCCBL 7.0(c)(3)(a)).

The bargaining unit involved in these proceedings involves more than 20,000 officers, all of whom are classified as patrol officers, but many of whom perform diverse functions only tangentially related to law enforcement activity. Some, for example, serve as secretaries, drivers, fingerprint classifiers,

and property custodians. Traditionally, all have been treated alike in salary and status, regardless of assignment.

PBA submitted proposals on four subjects: salaries, a quarterly cost-of-living adjustment, premium pay for weekend work, and 6% interest on retroactive pay adjustments.

Early City proposals for changes in nine articles of the Agreement were reduced, before the conclusion of these proceedings, to three final proposals, concerning Article XI (Vacations), Article XIX (Union Activity) and Article XXVIII (Productivity).

The Impasse Panel held fourteen hearings between January 21st and February 19th, 1975. These hearings were open to the public and the press at the request of both parties and pursuant to Rule 35.10a of the Revised Consolidated Rules of OCB. Witnesses were sworn. A transcript was taken of the formal hearings. In addition, meetings were held from time to time with counsel representing both parties to discuss procedural matters and to encourage continuing negotiations. At the conclusion of the hearings, both parties requested an opportunity to file briefs. This request was granted by the Panel. The PBA's initial brief was received on March 13, 1975, and the City's initial reply brief was

received on march 31, 1975. During the first weeks of April, both parties made further submissions of argument and information.

I.  
THE SALARY ISSUE

Between July 6, 1974 and January 1, 1975, the City had settled on 1974-76 contracts involving 50 bargaining units, covering 736 job titles, including fire and sanitation. All these agreements had provided for salary increases aggregating 14% during their two year span, thus emulating the terms of a contract initially negotiated with the transit workers. The City has sought to preserve that pattern throughout its bargaining with the PBA.

The sanitation and fire settlements provided increases in annual salary - 8% for fiscal 1974-75 and 6% for fiscal 1975-76 as well as increases in other benefits. The City seeks to settle its controversy with PBA on the same terms.

For fiscal 1974-75, the basic rate for police officers is not in issue since, according to the PBA's counsel, "the PBA voluntarily waived its claim for a differential [above the firefighters] for the current fiscal year in order to assist the City in meeting its current budget problems." Tr. 8.

The primary issue in this case is the PBA proposal for a higher percentage increase in the basic rate for fiscal 1975-76 than the 6% obtained by sanitation and fire. Since 1898 in New York City, police officers have received the same basic

annual rate as firefighters. Since 1969, sanitation workers have received 90% of that rate. PBA proposes that a new relationship be established in 1975-76 by providing an increase in its basic rate, in excess of that which has been negotiated by the other services. For 1975-76, PBA wants "to break parity." Tr. 9.

It is not asking that the police-fire relationship be eliminated as a yardstick. Rather, PBA is asking the Panel to establish a new "long-term salary relationship among three of the City's most important services" and to initiate "a rational, objective approach to salary determination through job evaluation analysis and comparison which can set the pattern for future City labor relations." PBA Br. 4.

Specifically PBA seeks an annual first-grade salary of \$19,667 for police officers, effective July 1, 1975. The dollar figure, it appears, has been arrived at by adding to the fire and sanitation settlements the percentages necessary, in the view of the PBA, to create "rational" relationships among the three services. The proposed change in salary levels would be reflected also in other contractual provisions relating to such matters as vacation pay, overtime rates, night shift differentials and the like.



The PBA's wage demand is predicated upon: (1) an assumption that there is a traditional linkage among police officers, firefighters and sanitation workers so that changes in pay or working conditions for one category have major relevance for the others; (2) an assertion that the 1974 settlements made by the City with the Uniformed Firefighters' Association (UFA) and the Uniformed Sanitationmen's Association (USA) fixed fair and reasonable wage levels for the employees represented by those organizations; (3) a contention that the police officers are entitled, by virtue of their job duties and qualifications, to wage differentials of at least 11% above the firefighters and at least 20% above the sanitation workers.

In opposing the PBA demand, the City argues that police officers are already suitably compensated, that disturbing past relationships among the three so-called "uniformed services" would be needlessly unsettling, and that the City's financial resources are too limited to permit adjustments in police salary levels beyond those made with other classes of municipal employees.

In passing upon the parties' opposing contentions, the Impasse Panel is directed by the New York City Collective Bargaining Law to consider "wherever relevant" five standards:

(1) comparison of the wages, hours, fringe benefits, conditions and characteristics of employment of the public employees involved in the impasse proceeding with the wages, hours, fringe benefits, conditions and characteristics of employment of other employees generally in public or private employment in New York City or comparable communities;

(2) the overall compensation paid to the employees involved in the impasse proceeding, including direct wage compensation, overtime and premium pay, vacations, holidays and other excused time, insurance, pensions, medical and hospitalization benefits, food and apparel furnished, and all other benefits received;

(3) changes in the average consumer prices for goods and service, commonly known as the cost of living;

(4) the interest and welfare of the public;

(5) such other factors as are normally and customarily considered in the determination of wages, hours, fringe benefits, and other working conditions in collective bargaining or in impasse panel proceedings.

We turn now to a separate discussion of these several guidelines of judgment.

(1) Comparability. The EM increase as of July 1, 1974, accepted by the PBA, brings the base pay of first grade police officers to \$16,470. With longevity pay calculated at \$100, holiday pay at \$698 and night shift differential at \$907, the police officer's annual earnings typically become \$18,175. The 6% increase for 1975-76 which the City has urged as proper would raise base pay to \$17,458. With estimated increases of \$42 in holiday pay and \$54 in night shift differential, typical annual earnings would amount to \$19,259.

In addition to cash income, the parties' contract provides health and hospital coverage, a supplementary welfare fund, and a uniform allowance. The police officer is covered by a twenty-year retirement plan at half pay, a special annuity plan and social security benefits. The officer is provided with twenty-seven days of vacation, one personal leave day, military leave, bereavement leave, unlimited sick or injury leave, and a terminal leave benefit. Police officers also receive paid time off for "good arrests" and for blood donations.

The fact that New York police officers are adequately paid in comparison with those of other American cities is acknowledged by the parties' stipulation on the record that

an inter-city comparison of patrolmen's wages, other benefits and conditions of employment would show that those prevailing in New York on July 1, 1974 were in general and in the aggregate superior to those prevailing in other major cities; similarly, in the aggregate, the wages, other benefits, and conditions of employment of New York firefighters and of sanitationmen were in general and in the aggregate superior to those prevailing elsewhere.

Nor was evidence presented that private employments of a comparable nature - if any exist - provide more generous salaries and benefits than New York police officers receive.

During the present proceedings, the PBA addressed its arguments chiefly to the issue of salary relationships among police officers, firefighters, and sanitation workers.

We agree with the PBA that the long existing relationships among the salaries of those three groups are not in themselves a basis for imposing upon the police a wage settlement previously agreed upon by the City in negotiations with representatives of other employee groups in unrelated occupational categories. If joint negotiations were undertaken by the employee unions, they might bargain collectively to preserve antecedent relationships among employees in several different City departments. But this is far from saying that

when the City has struck a bargain with one union, another union representing other employees must perforce accept the same bargain lest preexisting wage patterns be disturbed. To insist upon parity with the past would be, in that situation, an abandonment of the obligation to bargain in good faith about what should be done in the here and now.

On the other hand, the PBA, which insists that the City's previous agreements with sanitation workers and firefighters cannot be barriers to police officers' subsequent bargaining for higher wages, has itself sought to use those very same agreements as benchmarks. The PBA case boils down to an assertion that the salaries of the other two "uniformed forces" are fair appraisals of the worth of the services rendered by the others, but that police officers render services worth fractionally more; the PBA wants not to end the inter-departmental wage relationship, but, rather, to perpetuate it in slightly altered form.

If the PBA position were fully accepted, future collective bargaining would tend to be a somewhat barren exercise; as soon as the City had agreed upon a salary figure with one of the three unions, nothing further would remain for the other two than to calculate the appropriate percentage differential in each of their contracts. No such automaticity

of outcome is feasible or, indeed, even permissible in the absence of joint negotiations.

The hearings before the Impasse Panel brought forth a mass of information which tended to demonstrate that some police officers perform duties more onerous, more demanding of judgment, and more varied in scope than are the duties of most (or according to the PBA, all) firefighters and sanitationmen. Neither of those latter groups of employees was represented in these proceedings, however. Had they themselves been participant, the impressions created by the hearings might have been modified.

This is, in any event, irrelevant. The question before the panel has been whether police officers' compensation should be greater than the City has offered. An affirmative answer cannot properly be based on a finding that a police officer is more valuable than one or another of two other kinds of employees whose work bears not the slightest resemblance to his. If relativities are to be the determinant of police officers' pay, comparison might suitably be made as well-with social workers, educational personnel, ambulance attendants, clerical employees, watchmen, and many others whose activities are akin to some of the activities of police officers.

Nothing said about comparability with other salaries is meant to suggest a disregard of the nature of the police officer's important function in modern society. He must at times undertake extraordinarily complex duties involving human relations, going far beyond the daily routine of criminal law enforcement. He must often make independent decisions, decisions for which he can be called to account before several tribunals.

He receives professional training in the Police Academy, followed by field service training and supplemented by a program of continuing education at roll call, four days of divisional training, and two days of firearm and tactical training. This training increases his value to the City. It also benefits the trainee, who obtains one year of college credit on full pay while attending the Police Academy as a probationary appointee.

The patrol officer's schedule of tours can be onerous, and is less compatible with moonlighting than is the firefighter's typical schedule. The rotation of shifts undoubtedly is disruptive to the family life of the individual officer. Furthermore, the police officer is by hypothesis under a duty to function as a keeper of the peace throughout the twenty-four

hours of the day. An off-duty officer may find relaxation difficult, being required to carry a shield and a revolver at all times.

The Panel, however, must concern itself with the normal "conditions and characteristics of employment" of the typical police officer, in contrast to the portrayal contained in some PBA testimony which emphasized the more demanding aspects of the officer's daily life or represented the department's expectations of ideal performance.

In addition to anecdotal testimony about acts of individual initiative, hard work or bravery', PEA introduced a job evaluation report prepared by The Jacobs Company, a consulting firm which specializes in such studies. The Jacobs report concluded that a New York firefighter should be paid 94% and a New York sanitation worker should be paid 72% of the rate paid to a New York police officer.

The usefulness of job evaluation for the fixing of wage rates within a bargaining unit so that sound and objective relationships may be established among jobs, is generally acknowledged. But this is quite different from determining the wage rate for the bargaining unit as a whole, as in contract negotiations, in relation to other bargaining units.



The City and the PBA may, if they choose, agree to a job evaluation study, just as of course a municipality whose police and firefighting forces are not organized is free to determine relative wage rates on the basis of job evaluation. Here, the City has not agreed that job evaluation shall be the sole, or even A major criterion, for wage setting. Not less importantly, there is no indication whatever that the UFA and the USA have concurred in the PBA view that job evaluation should be allowed to obscure or eliminate some of the less tangible factors, such as collective bargaining strength, which commonly enter into wage determinations.

In any case, New York City employees exist in a complicated web of relationships. Earlier cases with other bargaining units speak to the risk involved in disturbing these patterns. Horton, Municipal Labor Relations in New York City (1973).

The tapestry of employment relationships has been created over the course of many years. Its pattern is the result of an interplay of unilateral decisions, political concessions and, more recently, bargaining agreements. The relationships among the many labor organizations are also reflected in this ancient and threadbare heirloom.

The number and variety of job classifications and bargaining units in New York City creates a danger that an upwards adjustment in any one relationship will have unpredictable consequences among satellite and related job categories. This is not to say that preexisting structures are immutable. We mean only to assert that the public's interest in peaceful and orderly 'municipal employment relations argues against making changes in any one salary without proof of some marked change in previous conditions. This proposition is in no sense influenced by the presence or absence of "me-too" clauses in recently concluded collective bargaining agreements; the realities of labor relations are little modified by explicit contractual recognition that benefits won by one union are likely to shape the demands of others.

In the present instance, the day-to-day work of the typical police officer in New York City has remained generally the same in recent years. Although the police training program has been elaborated, and although a larger number of officers now function actively in a police capacity than they did in the past, and although the legal restraints upon the peace officer have become more plainly enunciated, and although unemployment and social disorders may have increased the City's

crime rate, nevertheless, the testimony before this Panel (including that given by the PBA's chief witnesses) is persuasive that the individual police officer's tour of duty has not changed very much.

Nor does there appear to have been recent, ascertainable improvement in the job performance of police officers. One of the difficulties involved in measuring the value of police service to the public is the uncertainty as to what standard of performance should be applied. At any rate, the PBA has not demonstrated here that a heightened degree of police accomplishment warrants an increase in police compensation.

(2) Overall Compensation. New York's police officers are well compensated, not only through base salaries which are generally higher than are those for comparable employment elsewhere in the United States, but also through less discernible benefits such as extended sick leave, premium pay for services rendered during two out of each day's three shifts, holiday and vacation pay, and an unusually advantageous retirement plan.

(3) Cost of Living. The panel has also considered the impact of the rising cost of living. For two decades, the rate of compensation of police officers has substantially exceeded the-pace of increase in the cost of living. Only during the second year of the preceding contract did police compensation lag slightly behind cost of living.

In 1974, the metropolitan area experienced double-digit inflation. The rate of increase has diminished somewhat in recent months though its future course is unclear.

Although police officers' real income - that is, purchasing power - has like that of everyone else's, been adversely affected by recent inflationary trends, the City has proposed reasonable measures to offset the erosion. The City's offer of a flat percentage increase - 8% during the first year of a two-year contract and 6% during the second year - with a provision for further adjustment if the inflationary pace continues, seems to be a fair sharing of economic disadvantages which beset the entire community and not municipal employees alone.

(4) Interest and Welfare of the Public. Two aspects of the public interest will be mentioned here: the availability of qualified police applicants and the City's present financial crisis.

(a) In recent years, the police officer wage and benefit package has attracted many qualified applicants. 117,504 persons applied for the most recent police entrance examination held in December 1973. 53,580 of these candidates took the examination. 42,896 passed. At the time, there was no shortage of applicants for the force. Since then, unemployment rates in the metropolitan area have soared. There is no reason to believe that the job would not seem attractive at the salary levels proposed by the City.

(b) The City has never stated that it cannot possibly pay the increases proposed by PBA. Rather, it has argued that such increases are not justifiable under the statutory standards, and that the City's current financial crisis is relevant to the Panel's consideration of "the interest and welfare of the public."

Although we do not doubt the severity of the City's present economic plight, we cannot conclude that municipal employees are the best sources of relief or that they should be required to accept wages less than are just for services that the rest of

the population desires to have. In this case, we do not think that the salaries the City is willing to pay are sub-standard. Hence, the issue of municipal finances is not in our judgment decisive here. Even if it were of larger significance, we would suggest that choices among desires must often be made if all cannot be fulfilled within the practicable levels of the City's income from taxes, fees, and other sources.

One means of affording higher compensation for police patrol officers is to reduce further the number of persons who are employed in that classification, but who in fact render the services of clerks, truck drivers, college instructors, chauffeurs, custodial personnel, switchboard operators, and secretaries (valuable jobs no doubt, but jobs which call for far less compensation than is given patrol officers). The burden of management within the City's available resources should not be shifted to the shoulders of wage earners in the City's employ so long as other means of coping with municipal financial problems exist. One of those means is to end the employment of superfluous personnel in highly paid jobs including jobs within the PBA's jurisdiction.

(5) Conclusion as to Base Salary. All in all, we find no evidence that New York's patrol forces are under-compensated. Only if the sole determinant of their just compensation were deemed to be the salary level achieved by sanitation workers and firefighters would we be justified now in recommending the further increases sought by the PBA. For reasons already sketched, we do not regard an arguably excessive wage payment to other employees as a base upon which to build an even loftier structure of police salaries.

Although finding the PBA's present wage demand to be unmeritorious, we do not mean to suggest that a higher pay scale for patrol officers should not be considered in the future. Evidence before the Impasse Panel persuasively showed that the best qualified and most conscientious members of the modern big city police force may be called upon for a broad range of duties which demand not merely stamina, Patience, and courage, but also an increasing measure of imaginative resourcefulness, sociological and psychological insights, and communications skills. If and when the police officers represented by the PBA are shown typically to be responsive to and reflective of these greater demands, the suitability of present salary scales may well be drawn into question.



Entitlement to a pay increase cannot be established by negative comments concerning the other "uniformed forces." It must rest instead upon a showing that the members of the PBA have themselves achieved and maintained a generally higher level of performance, more nearly approximating that of the ideal police officer, in rendering steadfastly effective Police services to the citizens. Steps in this direction may well result from the work of a Joint Committee on Productivity, to which we refer in a later portion of this opinion.

A future reappraisal of the entire contract between the City and the PBA might very possibly reveal room for changes which, while not disadvantaging the PBA's membership as a whole, might justify an approach to police officers, compensation unclouded by references to the City's dissimilar contracts with other employee bargaining units.

## II.

COST OF LIVING ADJUSTMENT

PBA has proposed a quarterly cost-of-living adjustment commencing July 1, 1974 of \$21 on an annual basis for each four-tenths of a point increase in the B.L.S. Consumer Price Index for New York City predicated upon the May 1974 Index.

In view of the 8% increase in the basic rate incorporated in this award, such a clause is not justified. It would disrupt the pattern of other agreements negotiated by the City. It is the consensus of the Panel that police officers should receive a cost-of-living provision similar to that contained in the USA contract.

## III.

PREMIUM PAY FOR WEEKEND WORK

PBA proposed a premium pay rate, effective July 1, 1975, of 10% above the prevailing hourly rate for all hours worked from Friday midnight to Sunday midnight.

The present annual salary was set at its relatively high level at least in part because the hardships of police service were recognized. Among those hardships is the obligation to participate in maintaining police activities throughout the week and around the clock, rather than on a fixed five-day schedule allowing for work-free weekends. Since this factor was one of the considerations which has shaped patrol officers' compensation, a further allowance for weekend duty would be merely a concealed salary increase.

The Panel urges the City to exercise restraint in requiring police officers to participate in weekend duties unrelated to the police function: marching in parades, attending departmental ceremonial events, and the like. The familial needs of police officers should be respected insofar as they do not conflict with the police mission of the Department.

But on balance, recognizing the vital public interest in having police coverage during weekend hours, and that such a premium is not customarily paid by other large municipalities,

the Panel feels compelled to deny the PBA proposal that police officers be paid a premium for weekend work.

## IV.

RETROACTIVE INTEREST

The Panel also rejects the PBA's request for 6% per annum interest on retroactive salary increases and adjustments from July 1, 1974 to date of payment. The PBA has pointed to no precedent for such an award and the Panel knows of none.

The City has noted that it did not receive a specific salary demand in precise dollars and cents terms until January 6, 1975. The City was not obligated to pay the 8% increase (which the PEA on that date declared would be acceptable to it) until agreement had been reached with the PBA on the entire contract, or until this Panel's determination shall become effective. Thereafter, further delay in payment would be wholly improper. We recommend that the 8% wage increase, retroactive to July 1, 1974, be paid as soon as possible after the present Impasse Panel recommendations become effective, and in any event, no later than sixty days after that date.

This document also contains recommendations as to the three outstanding proposals made by the City:

V.

VACATIONS

The vacation article in the contract between these parties is stated in-terms of "work days." Its meaning has been tested in\*an arbitration case before Benjamin Roberts, who held that the effect of the 1972 chart change which increased the duty hours for many officers from 8 to 8.5 hours without amending the language of the Vacation Article, was to increase the vacation hours to 229.5, rather than the 216 hours that had previously resulted from 8-hour days:

The City now proposes that the contract be readjusted from 27 work days to 216 hours. The City is engaged in re-negotiating the chart issue. Therefore, it would seem imprudent to change the Vacation Article, pending possible readjustments in the charts.

This Panel recommends no change in the Vacation Article at this time. If a change in charts is made during the term of the 1974-76 contract, the Panel recommends that the vacation clause be interpreted to entitle a police officer, following the first three years of service, to 27 times the regularly worked hours in that officer's normal working day.

## VI.

RELEASED TIME FOR DELEGATE MONTHLY MEETINGS

This Panel agrees that union delegates should be excused from duty in order to encourage attendance at the monthly PBA meetings. With this aim in mind, this Panel recommends the following contract provision:

Article XIX - Union ActivitySection 2.

PBA Trustees and delegates shall be recognized as representatives of the PBA within their respective territories and commands. For the purpose of attending the regularly scheduled monthly delegate meeting, PBA delegates shall be assigned to the second platoon for that day. In the event the delegate so assigned to the second platoon is unable to attend said monthly delegate meeting because of illness which requires remaining at home or hospitalization, or absence from the New York metropolitan area on leave or by assignment, or required court appearance, then and only then will a designated alternate delegate be excused from-duty as spelled out in this section. The Union will provide the City with a list of those attending each such meeting, which shall be the basis for their payment.

## VII.

PRODUCTIVITY

It is in the public interest for the City and the Union to cooperate in seeking improvements in police effectiveness (productivity) during the balance of the contract term.

Although measuring the effectiveness of Urban police is difficult, the Panel is impressed by the Standards Relating to the Urban Police Function, Approved Draft of June 1973, of the American Bar Association, Part X Evaluation. Section 10.1 Measure of police effectiveness.

In furtherance of cooperation, the Panel believes that a representative union and management committee should be established, in general in the manner provided in other agreements the City has negotiated with unions, but with the addition of protective language acceptable to the PEA indicating that the joint productivity bodies shall not have "the power to add to, subtract from or modify any terms and conditions of employment or any provision of this agreement between the City and the Union."



SUMMARY OF RECOMMENDATIONS

This Panel recommends the following:

1. An 8% wage increase in the basic rate for fiscal 974-75, retroactive to July 1, 1974, and paid as soon as possible after this Panel's recommendations become effective, and in any event, no later than sixty days after that date.
2. A further 6% wage increase in the basic rate for fiscal 1975-76, effective July 1, 1975.
3. A cost-of-living provision similar to that contained in the USA contract.
4. No premium pay for weekend work.
5. No interest paid on retroactive wage increases.
6. No change in the vacation provisions of the contract.
7. Released time for delegate monthly meetings, in accordance with the above recommended contract provision.
8. Creation of a Joint Committee on Productivity.

In all other respects, the contract# as modified by agreements previously reached in negotiations between the parties, should be in full force and effect for a term commencing on July 1, 1974 and expiring at midnight on June 30, 1976, unless the parties shall agree in writing to an extension or renewal thereof.

One final issue is still the subject of further negotiations between the parties. This is the important question of patrolmen's schedules. The City is obligated to bargain any change in hours under the terms of the Board of Collective Bargaining's Decision No. B-5-75\* issued February 14, 1975. These negotiations are now under way and are excluded from this award so that there shall be no delay in the implementation of the recommendations contained herein.

The undersigned, constituting the duly appointed Impasse Panel for the foregoing contract disputes, unanimously support and concur in each and all of these findings and recommendation.

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Robert Coulson

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Walter Gellhorn

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Emanuel Stein

DATED: April 30, 1975

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

On this 30th day of April, 1975, before me personally came and appeared ROBERT COULSON, 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.

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

On this 30th day of April, 1975, before me personally came and appeared WALTER GELLHORN, 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.

On this 30th day of April, 1975, before me personally came and appeared EMANUEL STEIN, 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.

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Dorothy Hans  
 Notary Public State of New York  
 No. 08-1666700  
 Qualified in Bronx County  
 Commission Expires March 30, 1977