

STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

CASE NO. CA-0039; M75-96

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In the Matter of Arbitration

- between -

CITY OF ROCHESTER

- and -

ROCHESTER POLICE LOCUST CLUB

* * * * *

STATEMENT OF CHAIRMAN OF PUBLIC ARBITRATION PANEL

Pursuant to the provisions of the Civil Service Law, Section 209.4, Robert D. Helsby, Chairman of the Public Employment Relations Board designated the following individuals on September 23, 1975 to serve as a Public Arbitration Panel in this proceeding:

Samuel Cugalj, Public Panel Member and Chairman
William Holcomb, Employer Panel Member
Al Sgaglione, Employee Organization Panel Member

The Panel was charged by Section 209.4 to heed the following statutory guidelines:

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel may, but shall not be bound to, adopt any recommendation made by the fact-finder, and shall, so far as it deems them

applicable, take into consideration the following and any other relevant circumstances:

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 and private employment in comparable communities;

b. the interests 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.

The Panel conducted its hearing in Rochester, New York on October 31, 1975. The Police Club requested a stenographic record of the hearing, and the Panel did receive the transcripts for use in its deliberations. The Employer and Employee Organizations were present, and they were afforded full opportunity to present evidence and argument in support of their respective positions. The parties requested that a decision on the filing of post-hearing briefs be delayed until November 5. At that time, the parties decided to file briefs, which were received on November 12.

The Panel met briefly in executive session following the hearing, and it was agreed that while waiting for the post-hearing briefs and transcript, the Panel members would review the exhibits, arguments and our own notes taken at the hearing.

The Panel met in executive session on November 21, 1975, and deliberated on each of the issues presented to it. The Panel took into consideration the fact that evidence and argument with respect to all the items involved in the proceeding had previously been presented to a Fact Finder, and recommendations were made by him based on such evidence and argument. The majority of the Panel was of the opinion that unless the Panel was presented with persuasive evidence, the recommendations of the FactFinder should not be disturbed.

On the matter of salary, the majority felt the Fact Finder properly considered the relevant and full range of criteria as issued in the Fact Finding Report. In reaching its decision, the Panel differed on the relevancy of CPI changes past the expiration date of the contract, i.e., from July 1, 1975. The majority felt that the Fact Finder did reach the proper balance overall in weighing the salary criteria.

On the issue of night differential, the majority had reservations as to whether the wage re-opener clause in the current contract included the consideration of this issue. The majority felt that shift differential is generally "classified" as a fringe benefit, and as such is therefore excluded per the wording of this re-opener clause.

Exhibit #6 presented by the Locust Club gave the Panel great consternation. The public pronouncement by responsible City officials of an upcoming \$1MM surplus was difficult to resolve. While appreciating the City's position that this figure is unverified by the still incomplete auditing process, such public statements serve neither the general populace nor the collective bargaining responsibilities of the City.

Based on all of the factors which Section 209.4 charged the Panel to consider, it is my opinion that the Award of the Panel was fair, equitable and warranted by the evidence presented at the arbitration hearing.



SAMUEL CUGALJ, Public Panel Member
and Chairman

DATED: November 21, 1975

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CONCILIATION

AWARD OF PUBLIC ARBITRATION PANEL

The undersigned Arbitrators, having been designated pursuant to the provisions of Section 209.4 of the New York State Civil Service Law, and having duly heard the proofs and allegations of the parties, hereby make the following

AWARD

Of the four (4) items specified as "not agreed upon" in the petition for Compulsory Interest Arbitration filed by the Union, only two (2) were presented to the Panel and were decided as follows:

- (1) The 6% increase in the pay schedule of the present contract, and the maintaining of present step, rank

and bracket differentials as recommended by the Fact Finder on July 26, 1975, is adopted. This will be effective July 1, 1975 to June 30, 1976.

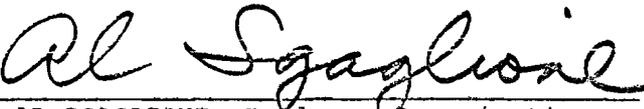
(2) The proposal for night differential is denied.



SAMUEL CUGALJ, Public Panel Member and
Chairman



WILLIAM HOLCOMB, Employer Panel Member



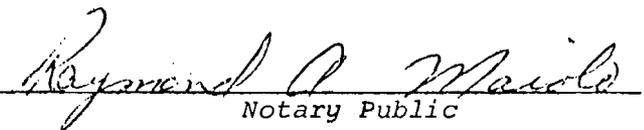
AL SGAGLIONE, Employee Organization
Panel Member

Dissenting from #1 and #2 of this
Award.

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this twenty-first day of November 1975, before me personally came and appeared SAMUEL CUGALJ, WILLIAM HOLCOMB AND AL SGAGLIONE, to me known and known to me to be the individuals described herein and who executed the foregoing instrument and they acknowledge to me that they executed the same.

RAYMOND A. MAIOLA — Reg. No. 2049
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires March 20, 1976.



Notary Public