

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Arbitration
between

THE CITY OF POUGHKEEPSIE

and

POUGHKEEPSIE PROFESSIONAL FIRE FIGHTERS ASSOCIATION

Case No. CA -0040; M74-670

AWARD

STATEMENT

The duly designated undersigned arbitration panel, pursuant to the provisions under Section 209.4 of the New York Civil Service law, convened a hearing in the above captioned matter on October 17, 1975 at the City Hall in the City of Poughkeepsie, New York.

The following persons made appearance:

For the City of Poughkeepsie

ROBERTA BRINKERHOFF
PAUL SULLIVAN
JOHN M. DONOGHUE

For the Poughkeepsie Fire Fighters Association

S. JAMES MATTHEWS
JOHN R. FARDES
THEODORE BERNHARD
GEORGE ZOCCO
CLIFFORD A. SHOOK
JOHN P. DAKIN

STIPULATION

It is stipulated that the petition and answer shall be deemed to constitute the items arbitrable.

The panel is empowered to rule on a two year (2) contract, and the parties will present the N.Y. Metro - Northern, N.Y. C.P.I. - October 21, 1975 release, in their post hearing briefs to be submitted on or before October 27, 1975.

All other issues are resolved.

Full and complete opportunity has been given the parties to present evidence, witnesses and testimony at the hearing and in post-hearing briefs.

/s/ JOHN M. DONOGHUE

/s/ S. JAMES MATTHEWS

/s/ DAVID C. RANGLES

/s/ GEORGE J. FIHN

Dated: October 17, 1975

/s/ THEODORE O. PRENTING

AWARD

After full and complete consideration of:

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 arbitration panel hereby renders its UNANIMOUS Award:

1. The duration of the agreement will be for the contract year 1975 and the contract year 1976.

2. There shall be no change in the retirement plan from the 1974 agreement.

3. Salary:

- a. There shall be a retroactive lump sum payment of \$970.
paid to all members of the unit on or before December 5, 1975.
- b. For the contract year 1976 each member of the unit shall receive \$775. increase plus his movement on the schedule where applicable.

4. There shall be no family Dental Plan.

5. A clothing allowance of \$120. for dispatcher and \$170. for the rest of the unit, to be paid on first payday in April 1976.

6. There shall be no additional holidays.

7. There shall be no change in payment for holidays worked.

8. There shall be change in paid sick leave or in accumulation of sick leave except as hereinafter provided. *ACK T&P NC* *A J F*

9. There shall be no increase in personal leave days per year. Any unused personal leave days will be credited to sick leave accumulation; however, any days of personal leave credited to sick leave shall not be applicable to the retirement benefit.

10. There shall be no change in overtime pay.

11. The term day shall be defined as it is rendered in the FactFinder's recommendation, commencing Jan 1, 1976 *ACK T&P NC* *A J F*

12. There shall be no salary differential for Lieutenant or Captain.

13. The salary of the Fire Inspector shall be raised to \$12,225. as in the 1974 Agreement recognizing that this salary will increase as do all others as stipulated herein. Such increase shall commence with the 1976 contract year.

14. The Career Incentive Plan shall be as the FactFinder recommended. This amount shall be paid by separate payment in two equal installments - April and September, 1976.

If an employee has worked more than nine and one-half years (9 1/2)

on January 1st of any given year, he should receive his career increment and likewise if an employee has worked more than fourteen and one-half years (14 1/2) on January 1st of any given year, he should receive his career increment.

15. In that the parties presented no testimony concerning the item of manning as contained in the city's reply or answer, the contract language relating to this subject should remain the same for the duration of the agreement.

Theodore O. Prenting
For the City, Theodore O. Prenting

George J. Finn
For the Firefighters, George J. Finn

David C. Randles
Public Member, David C/ Randles

Dated: November 11, 1975

STATE OF NEW YORK)
COUNTY OF ULSTER) SS:

On this 11th day of November, 1975, before me personally came and appeared THEODORE O. PRENTING, GEORGE J. FINN, and DAVID C. RANGLES, to me known and known to me to be the individuals described in and who executed the foregoing instrument and they acknowledged to me that he executed the same.

Caroline Fulmer
NOTARY PUBLIC

ON 11/11/75
Notary Public
My Commission Expires 11/11/76