

STATE OF NEW YORK PUBLIC  
EMPLOYMENT RELATIONS BOARD

STATEMENT OF  
CHAIRMAN OF  
PUBLIC  
ARBITRATION  
PANEL

Case Nos. CA-0067, M75-860

\* \* \* \* \*  
In the Matter of the Arbitration Between the  
CITY OF GLOVERSVILLE  
and  
GLOVERSVILLE POLICE BENEVOLENT ASSOCIATION  
\* \* \* \* \*

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 March 31, 1976 to serve as a Public Arbitration Panel in this proceeding:

- Thomas F. Carey, Public Panel Member and Chairman
- Vincent Trautman, 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

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 Gloversville, New York on May 27, 1976. The Employer and the Employee Organization were present and they were afforded full opportunity during this hearing to present evidence and argument in support of their respective contentions.

The Public Arbitration Panel accepted the stipulation of the parties that their eleven (11) joint submissions would, along with the sixty (60) page stenographic transcript, represent the entire official record of the instant proceedings.

After the closing of the hearing, the Panel met in executive sessions and deliberated on each of the thirteen (13) remaining issues, which were all of the issues presented to it in the Petition For Compulsory Interest Arbitration filed by the Employee Organization. The results of these deliberations are contained in the Award issued by the Panel on August 10, 1976. The Panel was unanimous in all conclusions on the thirteen (13) issues it was charged to arbitrate. Mr. Trautman, The Employer Panel Member, Mr. Sgaglione, the Employee Panel Member, and the Chairman were able, after considerable discussion and

review to unanimously agree on all open issues. The Chairman would like to commend both of the gentlemen for the insight and diligence they brought to the task.

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 he made recommendations based upon such evidence and argument. The Panel was made cognizant by the Chairman, that unless it was presented with persuasive evidence, or unless the Association and/or City voluntarily modified or relinquished one or more of their claims, the recommendations of the fact-finder should be given careful appraisal and not be set aside without cause. The report of the Fact Finder Beach in this case was comprehensive, thorough and well developed.

The Panel spent extensive time exploring and testing a wide range of alternatives in an effort to identify a single year viable settlement with mutually acceptable terms and conditions.

Based upon the various 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 hearings.



---

THOMAS F. CAREY  
Public Panel Member and Chairman

DATED: August 10, 1976

STATE OF NEW YORK,  
PUBLIC EMPLOYMENT RELATIONS BOARD

\* \* \* \* \*

In the Matter of Impasse Between  
CITY OF GLOVERSVILLE, NEW YORK

and

GLOVERSVILLE POLICE BENEVOLENT ASSOCIATION

\* \* \* \* \*

AWARD OF  
PUBLIC  
ARBITRATION  
PANEL

ARBITRATION PANEL

THOMAS F. CAREY, Chairman, Public Panel Member  
VINCENT TRAUTMAN, Employer Panel Member  
AL SGAGLIONE, Police Conference of New York State,  
Employee Panel Member

APPEARANCES

City

ANGELO LOMANTO, ESQ.                      Counsel  
HON. EUGENE REPPENHAGEN                  Mayor, City of Gloversville

Police Benevolent Association

DUDLEY FERGUSON, ESQ.                    Counsel  
HARRY HARRISON                            President

CA 0067 M 75 860

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

A W A R D

The terms and conditions of employment specified as "not agreed upon" in the petition for Compulsory Interest Arbitration filed by the Association are decided as follows:

## ISSUE I: RETIREMENT PLAN

### A. ASSOCIATION POSITION

Currently the police have retirement plan Section 384 which provides for retirement at the end of 25 years of service at one-half pay. The Association requests the special 20 year retirement plan (Section 384-d) which provides for retirement at the end of 20 years at half pay.

The Association states that more than 50% of the cities in New York State have the 20 year plan for police. In the area around Gloversville, Amsterdam, Saratoga Springs, and the Fulton County Sheriff's Department the 20 year plan is used. If the 20 year retirement plan was adopted by the City, the Association was willing to withdraw all its other bargaining requests.

### B. CITY POSITION

The City rejected the 20 year retirement plan because it would be too expensive. It stated that the initial cost to the City to enter this plan would be \$60,440 as calculated by the New York State Retirement System. To go to the 20 year plan would cost the City an additional \$56,752 annually for the present complement of police. With a 30 million dollar tax assessment base, the tax rate would have to be raised \$3.91 the first year to pay for the first year cost of \$117,192.

### C. DETERMINATION

The current 25 year retirement plan is better than the retirement plans in practically all of private industry, it is better than the retirement plans of most governmental employees (non-police), and it is as good as the retirement plans of about one-half the police departments

in New York State.

It is DETERMINED that the City retain the current Section 384 25 year plan.

ISSUE II: SALARIES

A. ASSOCIATION POSITION

The Association proposes that salaries be raised approximately 10.4% above the 1975 rates and that the differential for sergeants and lieutenants over patrolmen be increased. Specifically, it asks for the following pay schedule for 1976:

Lieutenant	\$13,000
Sergeant	12,000
Patrolman with 3 years experience	11,200
Patrolman with 1 year experience	9,850
Starting patrolman	9,125
Special Patrolman completing exam	8,800
Special Patrolman	7,700

The Association cites the July 1975 PERB survey of police salaries. The P.B.A. asserts that of 31 cities covered in the survey, 22 paid higher rates than Gloversville and only 8 paid lower.

B. CITY POSITION

Raise salaries an average of 4.1% above 1975. Lieutenant would become \$232 per week, sergeant \$215, 3 year patrolman \$202, 1 year patrolman \$179, starting patrolman \$167, special patrolman (exam) \$160, and special patrolman \$140.

The City points out that it settled with the firemen for 1976 for an increase of 5.5%. The City claims that its offer would keep Gloversville in line with other cities of similar size, nature, and problems.

C. DETERMINATION

The Fact Finders Report compared 1975 police salaries for Gloversville with several other small cities in New York State. This data was taken from PERB's July 1975 and September 1975 reports on police salaries.

In the 8 small cities listed in the table (including Gloversville) the average salary for starting patrolmen in 1975 was \$8724. If Gloversville is excluded the average for the remaining 7 cities is \$8787. PERB information cited by the Fact Finder indicated the following increases for 1976: Hudson - up 9.9% on 1975 starting rate of \$8,100; Watertown - 6% across-the-board; Medina - \$725; East Aurora - up 8%; Lackawana - up 10%; Glens Falls - up \$1,000 for patrolmen and \$1,200 for sergeants; Hudson Falls - up 9%; Herkimer - up \$250.

The increase in the cost of living in 1975 over 1974 shows the change in the Consumer Price Index (U.S. City Average) for the first eleven months of 1975 over the corresponding months of 1974 was an average monthly increase of 9.37%

The matter of the City's ability to pay was reviewed by the panel as were the property tax rate, the constitutional tax margin, bond rating, and 1975 budget surplus.

It is, therefore, DETERMINED that the salary schedule be raised by a uniform 8.5% for each position over the 1975 rates. The new 1976 schedule would thus become:

Lieutenant	\$12,654
Sergeant	11,696
Patrolman (3 years)	10,999
Patrolman (1 year)	9,698
Starting Patrolman	8,988
Special Patrolman (Exam)	8,671
Special Patrolman	7,565

1975 Police Salaries

	<u>Gloversville</u>	<u>Johnstown</u>	Saratoga Springs 7/1/75- 12/31/75	<u>Cohoes</u>	<u>Watervliet</u>	<u>Oneonta</u>	<u>Glens Falls</u>	<u>Watertown 7/1/75- 6/30/76</u>
Lieutenant	\$11,663		\$11,584- 11,959 (1 yr.)	\$11,038	\$10,495- 11,770 (6 yrs.)	\$ 9,750- 10,850 (3 yrs.)		
Sergeant	10,780		10,984- 11,234 (1 yr.)	10,471	10,295- 11,570 (6 yrs.)	9,450- 10,550 (3 yrs.)	\$10,310	\$11,179 14,216 (5 yrs.)
Patrolman 3 yrs.	10,137	\$10,000	10,234	9,850	10,770 (6 yrs.)	9,700	9,585 (4 yrs.)	11,725 (5 yrs.)
Starting Patrolman	8,284	9,400	8,461	8,837	9,495	8,600	7,500	9,218

### ISSUE III: INCENTIVE (LONGEVITY) INCREASE

#### A. ASSOCIATION POSITION

The Association proposes \$150 after 5 years, \$180 after 6 years, \$210 after 7 years, and so on (increasing \$30 per year of service). Most men in the department do not obtain any higher rank than patrolman. The granting of incentive increases rewards men for continued faithful service to the department.

#### B. CITY POSITION

The City opposes making any increase in the current longevity pay schedule. It says the rates are adequate.

#### C. DETERMINATION

Based upon the data before the panel Gloversville is roughly in line with the rates paid in other small cities granting some variation exists from city to city.

It is DETERMINED that the City retain the current provision of \$100 after 5 years, \$200 after 10 years, and \$300 after 15 years. (The maximum after 15 years is \$300.)

### ISSUE IV: UNIFORMS

#### A. ASSOCIATION POSITION

The P.B.A. wants the City to prepare a standard table of clothing to be issued to the men. This table should be placed in the contract.

#### B. CITY POSITION

There have been problems with the present clothing system (mainly

time delays in procurement). The City is willing to prepare a standard list of clothing but it is unwilling to make this part of the contract.

C. DETERMINATION

It is DETERMINED that the City should prepare a list of clothing (uniform) items to be issued to each police officer. This list need not be part of the contract between the parties. The contract should note that such a list or table is to be prepared and maintained by the Chief of Police.

ISSUE V: MATERNITY ALLOWANCE

A. ASSOCIATION POSITION

The Association wants a flat sum of \$400 to be paid by the City to a police officer for each child born to his wife. It claims the present health insurance benefit is inadequate to cover the charges of the physician and the hospital.

B. CITY POSITION

The City rejects this proposal. It wants to continue with the present system under the statewide health plan.

C: DETERMINATION

The PERB Survey of Fringe Benefits, October 1975, does not show any cities or towns paying a supplement for maternity over and above regular health plan benefits.

The panel DETERMINATION is that the City not pay a cash allowance to supplement the limited health insurance coverage of the statewide plan for maternity cases.

ISSUE VI: HEALTH INSURANCE COVERAGE FOR RETIREES

A. ASSOCIATION POSITION

The Association asks that the City provide and pay for health insurance for retirees. It states that Amsterdam, Johnstown, and Saratoga Springs do provide health insurance for their retired policemen.

B. CITY POSITION

The City rejects the Association proposal as being too costly.

C. DETERMINATION

The panel DETERMINES that the City not pay the cost of health insurance for retirees at this time. The Association and the City should jointly collect information on costs and on prevalence of this practice among other cities so that full information can be available for the next negotiations.

ISSUE VII: TWO MEN IN A PATROL CAR

A. ASSOCIATION POSITION

The P.B.A. wants two men to be assigned to patrol cars operating between 6:00 p.m. and 6:00 a.m. It argues that this is standard operating procedure for the New York State Police. It further argues that this practice is desirable for the safety of the men. The Association does not insist upon contract language requiring this at all times but it does want contract language "that it will be done on a regular basis to insure that this needed safety factor for the men and needed service factor for the people will be accomplished."

B. CITY POSITION

The City wants to preserve its right to manage. It is willing to make some efforts in the direction of putting two men in patrol cars at night time.

C. DETERMINATION

Staffing and manpower allocation decisions are generally the prerogative of the employer. However, as the Fact Finder observed, "where health and safety of the employees are involved in such manpower and crew size decisions then the employer must negotiate such matters when such negotiation is requested by the Association or Union."

The City administration has indicated that it is interested in exploring this matter further and in making some accommodation.

The Fact Finder cited the complexity and importance of the matter of assigning two men to a patrol car from 6:00 p.m. to 6:00 a.m. The panel DETERMINES that a joint labor-management study committee be established composed of representatives of the City and the Association to investigate and make recommendations. The Committee should consider benefits to be derived and costs to be incurred. The Committee, upon its formation, is directed to make a report by November 15. It is further DETERMINED that the committee be chaired by a member of this panel, Mr. Vincent Trautman, respected by both parties.

ISSUE VIII: REDUCTION IN SICK LEAVE TIME

A. CITY POSITION

At present, upon retirement each member of the unit is granted

termination pay for unused sick leave days up to the maximum of 120 days. The City wants to abolish this termination payment for all those hired after January 1, 1976.

B. ASSOCIATION POSITION

The Association argues for retention of this benefit which has been in existence for several years.

C. DETERMINATION

The panel DETERMINES that the City retain the present policy of paying a termination allowance upon retirement based upon the unused sick leave days accumulated.

ISSUE IX: CALL BACK TIME (COURT APPEARANCE)

A. ASSOCIATION POSITION

Article V, Section 4 of the 1975 agreement provides for call-back pay for court appearances outside one 's regular tour of duty at a minimum of 4 hours for appearances before twelve o'clock noon and 4 hours pay for appearances after noon.

B. CITY POSITION

The City advocates a 3 hour minimum call-in pay for cour appearances while the Association wants a minimum of 4 hours.

C. DETERMINATION

The PERB fringe benefit survey cited by the Fact Finder, dated October 1975, shows a range of minimum call-back pay practices among

small cities in New York State. The modal or most common figure is 4 hours.

Both parties recognize the arbitrary nature of the 12:00 noon breakpoint and want to establish a minimum pay period while deleting the 12:00 noon breakpoint.

The panel DETERMINES that the City adopt a minimum call-back pay for court appearances of 4 hours.

#### ISSUE X: PERSONAL DAYS

##### A. CITY POSITION

The City wants to grant 3 personal days only after one has worked for 3 years. Those already employed in the police department would continue under the present policy.

##### B. ASSOCIATION POSITION

The Association wants to retain the present policy which has been in existence since the beginning of the Taylor Law. The economic savings to the City from this proposed change would be minimal. Saratoga Springs has 3 personal days plus 3 bereavement days, Johnstown has 2 personal days plus 3 bereavement days, Amsterdam has 1 personal day plus 4 bereavement days, and the Fulton County Sheriff's office has 3 personal days. In all cases these are granted after one year's service.

##### C. DETERMINATION

The PERB survey of fringe benefit practices in police departments indicates 3 personal days per year is common among other cities. The 1975 agreement provides for 3 personal days per year.

The panel DETERMINES the City retain the personal leave policy at 3 days per year, without a 3 year eligibility requirement.

ISSUE XI: VACATION DAYS

A. CITY POSITION

The City wants to reduce the vacation benefit from the present 3 weeks after one year down to 2 weeks after one year of service and then 3 weeks vacation could be taken after 3 years of service. It would "grandfather" those currently employed.

B. ASSOCIATION POSITION

The Association wants to retain the present policy. Vacation policies of neighboring police departments cited by the Fact Finder showed Johnstown has 21 work days per year (4.2 weeks); Saratoga Springs has 3 weeks per year; Amsterdam has 10 calendar days after one year and 21 calendar days thereafter. The Fulton County Sheriff's department has 12 days the first 10 years and 18 days after 10 years.

C. DETERMINATION

The panel DETERMINES that the City retain the present policy of three weeks vacation after one year of service.

ISSUE XII: DURATION

DETERMINATION

The panel DETERMINES that the contract shall be effective from January 1, 1976 and shall be in effect until and including December 31, 1976

ISSUE XIII: RETROACTIVITY

DETERMINATION

The current collective bargaining agreement expired on December 31, 1975. The panel DETERMINES that all benefits pertaining thereto shall be retroactive for the period stipulated in ISSUE XII - DURATION.

THOMAS F. CAREY

*Thomas F. Carey*  
Public Panel Member and Chairman

VINCENT TRAUTMAN

*Vincent Trautman*  
Employer Panel Member

AL SGAGLIONE

*Al Sgaglione*  
Employee Organization Panel Member

*Seen to before me this  
20<sup>th</sup> day of August,  
1976.*

*Madeline M. Spaulding  
Notary Public*

STATE OF NEW YORK )  
COUNTY OF NASSAU ) SS:

On this 8th day of August, 1976 before me personally came and appeared THOMAS F. CAREY, 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.

*James Joseph Glennon*  
Notary Public

JAMES JOSEPH GLENNON  
NOTARY PUBLIC, State of New York  
No. 30-6343135  
Qualified in Nassau County  
Commission Expires March 30, 1978

STATE OF NEW YORK  
COUNTY OF Albany

On this 20<sup>th</sup> day of August, 1976 before me personally came and appeared AL SGAGLIONE, 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.

*Madeline M. Spaulding*  
Notary Public

MADYLENE M. SPAULDING  
Notary Public State of New York  
Commission Expires March 30, 1978

STATE OF NEW YORK  
COUNTY OF

On this 23 day of August, 1976 before me personally came and appeared VINCENT TRAUTMAN, 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.

*Angelo D. Tomanto*  
Notary Public

ANGELO D. TOMANTO  
Notary Public of the State of New York  
Fulton County  
My Commission Expires Mar. 30, 1977

DATED: August 23 1976