

U.S. PUBLIC EMPLOYMENT  
RELATIONS BOARD  
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SEP 1 1976

STATE OF NEW YORK PUBLIC  
EMPLOYMENT RELATIONS BOARD  
Case Nos. CA-0076, M75-917

**CONCILIATION** STATEMENT OF  
CHAIRMAN OF  
PUBLIC  
ARBITRATION  
PANEL

\* \* \* \* \*  
In the Matter of the Arbitration between the  
CITY OF NORWICH  
and  
NORWICH 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 April 27th, 1976 to serve as a Public Arbitration Panel in this proceeding:

- Thomas F. Carey, Public Panel Member and Chairman
- A. L. Button, 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 recommendations 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 proceedings with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with

c.

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 hearings in Binghamton, New York on June 4, 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 joint submissions plus their extensive individual evidence and documentation would represent the entire official written record of the instant proceedings.

After the closing of the hearing the Panel met in executive sessions and deliberated on each of the nine 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 27<sup>th</sup>, 1976. The Panel was unanimous in all conclusions on the issues it was charged to arbitrate. Mr. Button, the Employer Panel Member, Mr. Sgaglione, the Employee Panel Member, and the Chairman were able, after thoughtful discussion and review, to agree on all open issues. The Chairman would like to commend both of these

gentlemen for the diligent and perceptive manner in which they fulfilled their responsibilities.

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. Fact-Finder Markowitz's report was well developed and responsive to the issues.

The Panel spent considerable time exploring and testing a wide range of alternatives in an effort to identify a viable multi-year 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.



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THOMAS F. CAREY.  
Public Panel Member and Chairman

DATED: August 12, 1976

STATE OF NEW YORK,  
PUBLIC EMPLOYMENT RELATIONS BOARD  
CASE NO. CA - 0076 M75-917

\* \* \* \* \*  
In the Matter of Impasse Between  
CITY OF NORWICH, NEW YORK  
and  
NORWICH POLICE BENEVOLENT ASSOCIATION  
\* \* \* \* \*

AWARD OF  
PUBLIC  
ARBITRATION  
PANEL

ARBITRATION PANEL

THOMAS F. CAREY, Chairman, Public Panel Member  
A. L. BUTTON, Employer Panel Member  
AL SGAGLIONE, Police Conference of New York State,  
Employee Panel Member

APPEARANCES:

City

EDWARD LEE, ESQ. Counsel  
JOSEPH O'BRIEN City Chamberlain

Police Benevolent Association

JOHN HOGAN, ESQ. Counsel  
EDWARD SARZYNSKI, ESQ. Counsel  
RICHARD WHITING P. B. A.  
JOACHIM LIBERATORE P. B. A.  
JOSEPH PEPIS P. B. A.  
GARY FOLLET P. B. A.

CA 0076 M 75-917

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: SALARY AND LONGEVITY

A. ASSOCIATION POSITION

The Association seeks a salary increase of 15% plus increments.

The Association argued that the City's ability to pay was clearly demonstrated by several facts. The Association pointed to an anticipated surplus of \$65,000 for 1976 coupled with a contingency fund of \$40,000. Secondly, argued the Association, the City's indebtedness is small. The Association pointed out that the City's tax rate has actually decreased since 1972, while both the County and school rates have increased in this period of time.

The Association also argued before the Fact-Finder and the Panel that on the basis of comparable wage rates, the City's offer was inadequate. It emphasized its allegation that Norwich Police are among the lowest paid officers in the State.

EXHIBIT ACITY OF NORWICH 1976 AND 1977 POLICE SALARIES

	<u>CURRENT</u>	<u>1976</u>	<u>1977</u>
<u>PATROLMEN</u>			
Entrance	\$ 8,097.	\$ 9,312.	\$10,243.
2nd Year	8,490.	9,764.	10,740.
3rd Year	8,876.	10,207.	11,228.
6-10 Years	9,042.	10,398.	11,438.
10-15 Years	9,220.	10,600.	11,660.
After 15 Years	9,378.	10,785.	11,864.
<u>SERGEANT</u>			
1-5 Years	9,190.	10,569.	11,626.
6-10 Years	9,350.	10,753.	11,828.
11-15 Years	9,515.	10,942.	12,036.
Over 15 Years	9,672.	11,123.	12,235.
<u>ASSISTANT CHIEF</u>			
1-5 Years	9,570.	11,006.	12,107.
6-10 Years	9,720.	11,178.	12,296.
11-15 Years	9,870.	11,350.	12,486.
After 15 Years	10,020.	11,523.	12,657.

### ISSUE III: WORK SCHEDULE

#### A. ASSOCIATION POSITION

The Association proposed a major change in work scheduling which would provide for a system of 4 days at work followed by 2 days off. Currently police work 5 days and have two days off. The Association argued before the Panel that the advantage of the proposed system include more patrol coverage, more supervision, less short handed work and more time off during weekends for patrolmen.

#### B. CITY POSITION

The City rejected the 4-2 schedule because it would require the hiring of at least two more men. It submitted a proposal modifying the present 5-2 schedule so that more weekend time off is available to patrolmen.

#### C. DETERMINATION

The Public Arbitration Panel has carefully reviewed the issue of the 4-2 and 5-2 work schedule with the parties. The Panel is convinced that both the City and the P.B.A. recognize and acknowledge that the current work schedule presents many human problems for the men who must work it and the City who must administer it.

The Panel DETERMINES that the 4-2 work schedule not be adopted in 1976. The Panel unanimously recommends the establishment of a joint labor-management committee and that said committee be charged as follows:

TASKS: To examine the current work schedule, analyzing and noting its strengths and weaknesses.

To draft a modified work schedule that seeks to equalize and regularize time off, weekend schedules and vacations within the limits of manpower availability. The committee may seek whatever local and/or regional counsel and expertise it deems appropriate.

COMPOSITION: Said committee shall be composed of two representatives designated by the Mayor and two designated by the P.B.A. The chairman of this joint committee shall be the current Chairman of the City's Public Safety Committee.

REPORT/RECOMMENDATIONS: The final report and recommendation of said committee shall be presented by the chairman to the City Council, P.B.A., Public Safety Committee, and the Mayor not later than December 31, 1976. Copies of the report and a summary of the findings and recommendations shall be made available to the public and the press with informational copies forwarded to the New York State P.E.R.B.

#### ISSUE IV: VACATION

##### A. ASSOCIATION POSITION

The Association sought an increase in vacation benefits such that vacations would run from 15 to 35 work days as length of service increases instead of 10 to 20 days as is in the current contract. The Association says that such vacations are needed because of weekend work and night work.

##### B. CITY POSITION

The City argued that the current vacation is sufficient and that it equals or exceeds the vacation policy in the area.

C. DETERMINATION

The Panel sees no evidence supporting the Association's position on this proposal. The Panel DETERMINES that the current vacation policy be left unchanged.

ISSUE V: SICK LEAVE

A. ASSOCIATION POSITION

The Association's proposal was in three (3) parts:

(a) An officer who becomes sick on vacation may use sick leave for those days he is sick rather than vacation time.

(b) Sick leave should be extended to allow an officer to take time off when his spouse, mother, father or children are sick.

(c) A cash payment equal to 50% of accumulated sick leave should be made upon retirement.

B. CITY POSITION

The City would grant (a) subject to proof of illness and immediate notice; the decision of the Chief to be final and not subject to the grievance procedure.

The City would grant the use of personal days for family illness for the children, spouse or parents of an officer who reside with the officer and who are dangerously sick or at the point of death subject to a doctor's certificate provided by the officer.

C. DETERMINATION

The Panel DETERMINES that (a) be granted, subject to proof of

illness by the officer on vacation; further subject to reasonable notice. Any denial should be grievable through the grievance procedure (effective January 1, 1977).

The Panel DETERMINES that one day per year of sick leave be permitted for the serious illness of any child, spouse or parent. A doctor's certificate is to be provided by the officer upon request of the City (effective January 1, 1977).

The Panel further DETERMINES that the Association's request for a cash payment for unused sick leave be denied.

#### ISSUE VI: SHIFT DIFFERENTIAL

##### A. ASSOCIATION POSITION

The Association proposed an increase from 13¢ to 20¢ for work done between 7PM and 7 AM.

##### B. CITY POSITION

The City contends that this is a related compensation/salary question.

##### C. DETERMINATION

The Panel DETERMINES that the adjustment of 13¢ to 20¢ be granted.

#### ISSUE VII: TWO-MAN PATROLS

##### A. ASSOCIATION POSITION

The Association argued that all street patrols should be manned

by at least two officers as opposed to the current system where one-man patrols are utilized. The basic argument behind this is the safety of the officers involved.

B. CITY POSITION

The City disagreed as to the risk involved in one-man patrols. The cost of guaranteeing two man patrols would be about \$5,000 in overtime pay.

C. DETERMINATION

The Panel has scrutinized the crime statistics provided by the parties. There is undoubtedly a danger factor involved in police work in Norwich, as in police work everywhere. The Panel concurs with the Fact-Finder and DETERMINES that the current system remain unchanged.

ISSUE VIII: PERSONAL DAYS

A. ASSOCIATION POSITION

The Association proposed that personal days be accumulated from year to year.

B. CITY POSITION

The City seeks to impose a requirement for prior authorization for personal days.

C. DETERMINATION

The Panel DETERMINES the compromise proposed by Fact-Finder

Markowitz which would decrease the use of personal days while not reducing employee benefits be implemented to wit, any unused personal leave be accumulated as sick leave (effective January 1, 1977).

ISSUE IX: P.B.A. CONVENTION

A. ASSOCIATION POSITION

The Association proposed that the Association President and his delegate receive time off to attend the State P.B.A. Convention and that the costs of attendance shall be borne by the City. The Association further proposed that the President receive time off to attend monthly meetings.

B. CITY PROPOSAL

The City's proposal is in the form of an alternative. It would grant up to 6 man-days per year for the President or his delegate or pay the expenses for two men (up to \$100 per man) plus transportation (12¢ per mile) for the P.B.A. Convention.

C. DETERMINATION

The Panel DETERMINES the adoption of the City's proposal, with the exception that only 3 man-days per year be provided as well as expenses for one man (up to \$100) (effective 1/1/77).

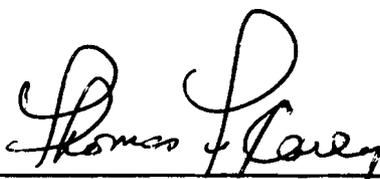
DURATION

The Panel DETERMINES that the contract shall be effective from January 1, 1976 and shall be in effect until and including December 31, 1977.

RETROACTIVITY

The terms and conditions of the previous contract not already changed by the parties or changed by the Award shall continue in force. All benefits pertaining thereto shall be retroactive for the period stipulated under "Duration" as cited above.

THOMAS F. CAREY

  
Public Panel Member and Chairman

A. L. BUTTON

  
Employer Panel Member

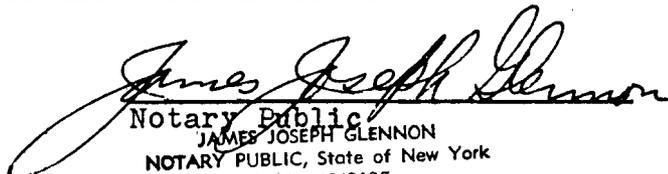
AL SGAGLIONE

  
Employee Organization Panel Member

DATED: August 27 1976

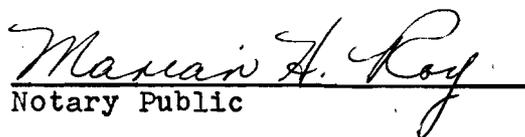
STATE OF NEW YORK )  
COUNTY OF NASSAU ) ss:

On this 12th 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.

  
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

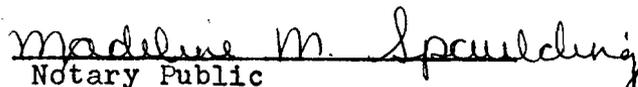
On this 24th day of August, 1976 before me personally came and appeared A. L. BUTTON, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

  
Notary Public

MARIAN H. ROY  
Notary Public in the State of New York  
County of Chenango, Reg. No. 4522422  
Commission Expires March 30, 1978

STATE OF NEW YORK  
COUNTY OF Albany

On this 20th 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.

  
Notary Public

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