

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

CONCILIATION

Received
May 3, 1977

*
In the Matter of the Arbitration *
*
 between *
*
 City of Auburn *
*
 and *
*
Auburn Police Local 195 Council 82 *
 AFSCME *

N.Y.S. P.E.R.B.
Case No: CA-0121
 M76-220

ARBITRATION AWARD

The Law

Pursuant to Section 209.4 of the Civil Service Law of the State of New York, the undersigned members of the Public Arbitration Panel, having been duly selected under statutory procedure and having heard the testimony, the cross-examinations, and studied the briefs submitted by the parties, are hereby charged to render the following Arbitration Award:

The Members of the Public Arbitration Panel

James A. Sharp, Chairman (P.E.R.B. - Appointee)
John J. Pettigrass, Member (Employer Representative)
Carl F. Gray, Member (Employee Representative)

Appearances

Richard N. Chapman, Esq., for the City of Auburn
Nicholas F. Pinto, A.F.S.C.M.E. Representative for the Auburn Police

Background

Pursuant to Section 209.4 of the Civil Service Law, this Panel of Arbitrators conducted a Hearing in the City of Auburn, New York, on March 16, 1977 and then met in executive session on March 24, 1977 for the purpose of drafting the final and binding Arbitration Award.

This hearing was conducted under the established rules and procedures of arbitration and both parties had the opportunity to submit testimony, furnish documentary evidence, and all other statistical data they felt necessary to substantiate their respective positions.

This Public Arbitration Panel gave full consideration to the testimony, the submissions and exhibits of both parties as well as the Fact-Finder's Report, the matter of comparability, the interest and welfare of the Public and the City's ability to pay.

During the Hearing, a total of eighteen (18) issues in dispute were presented to the Panel of Arbitration by the parties. The Chairman of the Panel of Arbitration has since been advised in writing (see attached copies) by the Panel designees representing the City and the Police Unit that all issues with the exception of the matter of Wages have been resolved and therefore, requires no further action or determination by this Public Arbitration Panel.

Thereby, by joint stipulation, the only issue before this

tripartite Panel is the unresolved issue of wages for the calendar years beginning with July 1, 1976 to June 30, 1977 and from July 1, 1977 and continuing until June 30, 1978.

The Award

Salaries:

The contract agreement under consideration covers a two-year period, commencing on July 1, 1976 and expiring on June 30, 1978, therefore:

The salary schedule for the year of July 1, 1976 to June 30, 1977 shall be adjusted to include an increase in the amount of 9.5%, effective retroactive to all base salaries then in effect on June 30, 1976 and shall appear as follows:

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Police Officer	10,581	10,885	11,302	12,485
Detective	11,192	11,500	12,014	13,298
Sergeant and Detective Sergeant	11,500	11,905	12,422	13,704
Captain	12,312	12,718	13,234	14,651

In the second year, effective July 1, 1977, these projected base salaries shall be increased an additional 9.5% and shall remain as stated for the duration of this contract which expires on June 30, 1978.

In Conclusion

This Public Arbitration Panel acting under Statutory Provisions Applicable to Compulsory Interest Arbitration pursuant to Civil Service Law, Section 209.4, hereby renders this Award by majority vote of the members of this Panel.

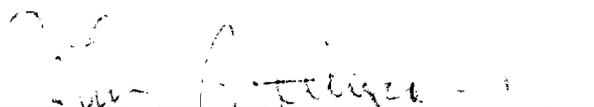
The record, therefore states, that John J. Pettigrass, panel designee for the City of Auburn cast the dissenting vote against this Award.

Dated: April 28, 1977

Respectfully submitted,


James A. Sharp
Public Panel Member and Chairman


Carl F. Gray
Public Panel Member


John J. Pettigrass
Public Panel Member

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) SS.:

On this 23rd day of April, 1977, before me personally
appeared

JAMES A. SHARP

to me known and known to me to be the individual described herein and
who executed the foregoing instrument and he acknowledged to me that
he executed the same.

LINDA R. DENNISON, #01DE4631032
Notary Public State of New York
Qualified in Cattaraugus County
My Commission Expires March 30, 1978

Linda R. Dennison
NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF) SS.:

On this 28th day of April, 1977, before me personally
appeared

CARL F. GRAY

to me known and known to me to be the individual described herein and
who executed the foregoing instrument and he acknowledged to me that
he executed the same.

NOTARY PUBLIC
Carl F. Gray
COMMISSIONER OF DEEDS, in and for the
City of Albany, State of New York

STATE OF NEW YORK)
COUNTY OF) SS.:

On this 26th day of April, 1977, before me personally
appeared

JOHN J. PETTIGRASS

to me known and known to me to be the individual described herein and
who executed the foregoing instrument and he acknowledged to me that
he executed the same.

Leibon S. Kubacki
NOTARY PUBLIC

LEIBON S. KUBACKI
Notary Public in the State of New York
Qualified in Albany Co. No. 340309188
My Commission Expires Mar. 30, 1979



MEMORIAL CITY HALL
AUBURN, N.Y. 13021
Phone: (315) 252-9531

JOHN J. PETTIGRASS
Corporation Counsel

April 21, 1977

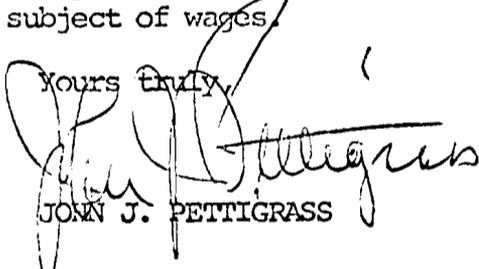
James A. Sharp
211 S. Hanford Ave., W.E.
Jamestown, New York 14701

Re: City of Auburn - and -
Auburn Police Local 195,
Council 82, A.F.S.C.M.E.
Case No. CA-0121; M76-220

Dear Mr. Sharp:

Please be advised that after our Arbitration Hearing at Auburn, New York, held on March 16, 1977, the City's Chief Negotiator, Richard N. Chapmen, Esq. of the law firm Harris, Beach, Wilcox, Rubin and Levy of Rochester, New York, conferred with Nicholas Pinto, the Chief Negotiator for the Police Unit. They made a recommendation for the disposition of all the open items in contract negotiations except for wages and recommended to the Arbitration Panel and more specifically, Mr. Pinto to Mr. Gray and Mr. Chapmen to myself, that the matters be resolved pursuant to their written agreement. In this written agreement, they spelled out in detail all of the open items to be incorporated in the contract. Therefore, it is my understanding that all of the open items in the contract that were presented to the Arbitration Panel on March 16, 1977 have been resolved between the parties except the wages. Please consider this letter as confirmation that the only remaining item open between the parties at this time is the subject of wages.

Yours truly,


JOHN J. PETTIGRASS

JJP/mv

Sworn to before me this 21st
day of April, 1977.


NOTARY PUBLIC

LILLIAN S. KUBACKI
Notary Public in the State of New York
Qualified in Union Co. No. 34-1805198
My Commission Expires Mar. 30, 1978



Security and Law Enforcement Employees Council 82

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO

63 COLVIN AVENUE, ALBANY, N.Y. 12206

PHONE 518/489-8424

April 15, 1977

Mr. James A. Sharp
211 South Hanford Avenue, N.W.
Jamestown, New York 14701

Dear Mr. Sharp:

I have been advised that all issues other than the issue of wages have been agreed to by the parties in the dispute between the City of Auburn and Auburn Police Local 195, AFSCME, Case No. CA-0121 and M76-220.

Therefore, as an arbitrator assigned to this case, I will not address those issues.

Sincerely,

Carl F. Gray
Executive Director

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