

JUL 25 1983  
CONCILIATION

REPORT AND AWARD OF ARBITRATOR

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In the Matter of the Voluntary \*  
Interest Arbitration \*  
\*  
between \*  
\*  
CITY OF GLOVERSVILLE \*  
\*  
and \*  
\*  
GLOVERSVILLE POLICE BENEVOLENT \*  
ASSOCIATION \*  
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On April 22, 1983 the New York State Public Employment Relations Board, pursuant to Section 209.4 of the Public Employees' Fair Employment Act, appointed a Public Arbitration Panel for the purpose of making a just and reasonable determination of the contract negotiation dispute between the City of Gloversville, hereinafter referred to as the City, and the Gloversville Police Benevolent Association, hereinafter referred to as the Association. The panel members consisted of Dale S. Beach, Chairman; Eugene R. Reppenhagen, Mayor of Gloversville; and Peter J. Reilly, President, Police Conference of New York.

In telephone conversations with Richard T. Aulisi, Attorney for the Association, and David Blatt, City Attorney, it seemed to the undersigned, Dale S. Beach, that this contract negotiation dispute possibly could be settled by a mediation effort. With full

knowledge and consent of all parties involved, I conducted a mediation session with the bargaining teams at the Gloversville City Hall on the evening of June 14, 1983.

The Association had a list of ten bargaining proposals plus three changes in contract language for an actual total of thirteen items. The City had a list of eight bargaining proposals.

During this mediation effort both parties explained their arguments and positions to me in full. It was mutually agreed that both parties would drop all their bargaining proposals except the following:

1. Wage increase
2. Shift differential
3. Cap or ceiling on health insurance costs
4. Educational benefits

We were not able to achieve a resolution of these remaining bargaining issues. However, the differences between the parties were substantially narrowed. After considerable discussion the negotiators for the City and the Association agreed to ask me to serve in the capacity of a single arbitrator operating in the mode of voluntary interest arbitration and to issue a written award that is final and binding upon the parties.

In addition to the fact that the differences between the parties have been narrowed substantially, a major reason for choosing voluntary interest arbitration is to save the parties the considerable time and expense involved in a formal compulsory interest arbitration proceeding.

The City and the Association mutually agreed that I would render my award on the basis of the information I obtained during

the June 14, 1983 mediation session.

My formal, written authority to prepare and issue a binding voluntary interest arbitration award is contained in a letter, dated July 6, 1983, to me from David Blatt, City Attorney. Richard T. Aulisi, Attorney for the PBA, also signed Mr. Blatt's letter under the wording "Agreed and Consented to:" A copy of this letter is attached to this Award.

## THE ISSUES

### 1. Wage Increase

The Association proposes a wage increase of 7.0% for the first year and 7.0% for the second year of a two-year agreement. The City offers 6.5% and 6.5% for each of two years.

## AWARD

Increase the wage schedule for the period January 1, 1983 through December 31, 1983 in the amount of 6.75%. This increase shall be retroactive to January 1, 1983. For the second year, January 1, 1984 through December 31, 1984, increase the wage schedule 6.75% over the figures for 1983.

### 2. Shift Differential

The Association suggests that a shift differential be instituted. It wants 2½% extra pay for the 2 p.m. - 10 p.m. shift and 5% for the 10 p.m. - 6 a.m. shift. The City rejects the demand for a shift differential.

AWARD

The Association's proposal for a shift differential is denied.

3. Cap on Health Insurance Costs

Because of increasing health insurance costs the City proposes that any future increases in Blue Cross-Blue Shield health insurance costs (or other similar coverage) be paid for in their entirety by the employee. The Association opposes the City's demand. It claims that the Association struggled hard over many years of contract negotiations to get the City to pay the full cost of health insurance. It does not want to lose this benefit.

AWARD

The City's proposal to place a cap or ceiling on its health insurance costs and to have the employee pay for any possible future increases is denied.

4. Educational Benefits

The Association proposes, in its petition for arbitration, that the City pay employees, who have completed education in a related field, amounts as follows:

1 year certificate	\$ 500.
Associate Degree	1,000.
Bachelors Degree	1,500.

The City offers an educational supplement to the individual's annual pay as follows:

Associate Degree (2 years)	\$150.
Bachelors Degree (4 years)	350.

AWARD

The City shall pay a supplement of \$150 per year to those employees who have earned an Associate Degree and \$350 per year to those who have earned a Bachelors Degree.

The collective agreement shall cover the period January 1, 1983 through December 31, 1984. With the exception of the four issues noted above, everything else in the current contract is to be maintained as provided therein.

A handwritten signature in cursive script that reads "Dale S. Beach".

Dale S. Beach  
Arbitrator

July 20, 1983  
Latham, New York

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF *RENSSELAER*    )

On this *21<sup>st</sup>* day of *July*, 1983, before me personally came and appeared *DALE S. BEACH* 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.

*Andrea J. Grozzo*  
ANDREA J. GROZZO  
Notary Public, State of New York  
Residing in Saratoga County  
My Commission Expires Mar. 30, 19*84*

# City Attorney

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July 6, 1983

Professor Dale S. Beach  
22 Caroline Street  
Latham, New York 12110

Re: City of Gloversville and Police Benevolent Association  
Case No. IA82-47; M82-502

Dear Mr. Beach:

Pursuant to our conversation, please be advised that at a recent meeting of the Gloversville Common Council, the Council agreed to abide by your determination of the following outstanding issues between the City of Gloversville and the Police Benevolent Association:

1. Wage increase. We understand that the increase will be within the perimeter of 6½% to 7% each year on a two-year contract.
2. Shift differential.
3. Cap on health insurance coverage.
4. Educational benefits.

I have discussed the above with Attorney Aulisi and have been assured that the PBA will also abide by your determination.

Mr. Aulisi and I believe that by having you decide the above issues, the City and the PBA will avoid the additional expenses involved in a full arbitration hearing with its accompanying statutory demands.

It also appears that the above is a satisfactory, expedient procedure to finalize the few outstanding issues of the parties. We understand that the procedure to be followed is in the nature of a voluntary interest arbitration.

Very truly yours,

DAVID BLATT

DB:mk

Agreed and consented to:

Richard T. Aulisi, Esq., Attorney  
for PBA