



The City of Rome is a municipal corporation located in Oneida County. The Union is the certified bargaining agent for all sworn personnel of the Police Department, which number approximately 70.

The last collective bargaining agreement between the parties covered the period commencing January 1, 1988 and ending December 31, 1990. Collective negotiations for a successor agreement were unsuccessful, and in September, 1990, the parties jointly declared Impasse. Thereafter, a Mediator was appointed by the Public Employment Relations Board and mediation sessions were conducted.

Efforts at mediation did not result in an overall agreement, and on September 9, 1991, the Union filed a Petition for Interest Arbitration pursuant to Section 209.4 of the Civil Service Law. The City filed a Response to said Petition on September 24, 1991. The City also filed an Improper Practice Charge on September 26, 1991, alleging violation of Section 209-a.1(d) of the Civil Service Law. Upon subsequent withdrawal of said Charge in May, 1992, the undersigned Public Arbitration Panel was designated by the Public Employment Relations Board, on May 14, 1992.

A hearing was conducted before the undersigned Panel on July 9, 1992 in the City of Rome, at which time both parties were represented by Counsel and by other representatives. Both parties presented argument on their respective positions to the Panel.

Thereafter, the Panel conducted an Executive Session, and reached unanimous agreement on this Interest Arbitration Award.

In arriving at such determination, the Panel has considered the following factors, as specified in Section 209.4 of the Civil Service Law:

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) the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

Set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the parties' contract for the period January 1, 1991 through December 31, 1992.

SUMMARY OF AWARD

1. **TERM OF AGREEMENT:** Two (2) years-from January 1, 1991 through and including December 31, 1992.

2. **WAGES:**

Effective 1/1/91 salary increase of 6%  
 Effective 1/1/92 salary increase of 6%  
 Both paid retroactive to effective date

3. **PATROLMAN WAGE STEPS:** The existing five (5) step wage scale shall be increased to seven (7) steps, effective 1/1/91. A copy of the new wage schedule is attached hereto and made a part hereof as Appendix "A".

4. **VACATIONS:** A second tier vacation schedule is hereby implemented, effective retroactive to 1/1/91, to apply to all individuals hired as patrolmen after that date, said schedule to read as follows:

<u>EXISTING VACATION SCHEDULE</u>	<u>YEARS</u>	<u>NEW SCHEDULE</u>
Eleven (11) days	1	Six (6) days
Thirteen (13) days	(3) 2	Ten (10) days
Sixteen (16) days	5	Twelve (12) days
Seventeen (17) days	6	Twelve (12) days
Eighteen (18) days	8	Thirteen (13) days
Twenty (20) days	10	Fifteen (15) days
Twenty-one (21) days	12	Sixteen (16) days
Twenty-three (23) days	14	Eighteen (18) days
Twenty-four (24) days	15	Nineteen (19) days
Twenty-nine (29) days	20	Twenty-four (24) days

5. **ROLL CALL STIPEND:** In exchange for all members of the bargaining unit reporting an additional fifteen (15) minutes before the start of their shift, the City shall pay each officer an annual fee of two hundred and fifty dollars (\$250.00) in 1991. This fee shall increase to two hundred and seventy-five dollars (\$275.00) in 1992. Said stipend shall be paid annually at the same time longevity is paid, subject to pro-ration.

6. **SHIFT DIFFERENTIAL:** The City shall increase the shift differential, which presently exists as an additional thirty-five cents (\$.35) per hour for the four to twelve shift; and an additional forty-five cent (\$.45) per hour for the twelve midnight to eight shift, an additional five cents (\$.05) on each shift in 1991, and an additional five cents (\$.05) on each shift in 1992.

7. **SICK LEAVE FOR FAMILY NEEDS:** While the labor agreement presently provides each officer an unlimited number of sick leave days for their personal use, the City shall adopt a provision whereby each employee will be allowed to use up to three (3) sick days annually for family illness.

8. **K-9 HANDLERS:** Each police officer assigned to the role of handler for the department's K-9 Unit, of which there are two (2) such assignments, shall be paid three hundred dollars (\$300.00) annually for the care and handling of the dogs assigned to them. Said monies shall be paid annually at the time longevity is paid, subject to pro-ration.

9. **SIU UNIT:** Each police officer assigned to the SIU Unit, of which there are presently three (3) in number, shall be paid three hundred dollars (\$300.00) annually for a uniform allowance. Said stipend shall be paid annually at the time longevity is paid, subject to pro-ration.

10. **PUNITIVE DAMAGES:** The City shall adopt N.Y.S. statutory language, (i.e., General Municipal Law Section 50-J), governing protection of officers sued for punitive damages, retroactive to August 1, 1986.

11. **OUT-OF-TITLE PAY:** The City shall modify its present policy, whereby an employee has to work in an out-of-title position for five (5) consecutive days to be entitled to compensation for the higher position, to three (3) consecutive days.

12. **HOLIDAYS:** The City shall allow each officer to use up to three (3) of their paid holidays in one-half (1/2) day increments.

13. **PAYMENT OF TRAINEES:** Patrolman recruits required to attend and pass the State training requirements shall be paid at a rate of seventy-five percent (75%) of the base salary of a new patrolman during the period they are required to attend school. This provision shall become effective retroactive to 1/1/91.

**14. MEDICAL BENEFITS:****Waiver of Benefits:**

The City will pay in a single payment on the first payday of December of each year of the contract period a lump-sum payment to any active employee who would qualify for coverage under the City Health Insurance Plan, providing that the employee does not join the Plan, or if previously covered, has terminated coverage for the period of eleven (11) months prior to December of any year. The lump-sum payment will reflect the type of coverage the employee has opted to waive; individual or dependent/family. Waivers must be signed during the open enrollment period, during which period any employee who has previously waived coverage may re-enroll.

Lump-Sum Payment Schedule:	Individual/Single	\$400.00
	Dependent/Family	\$800.00

Employees who opt to join/rejoin the insurance program having opted out of it for five (5) years or longer shall return at the then existing rate of contribution. To qualify for insurance benefits at time of retirement, an employee must be part of the City's insurance program for a minimum of three (3) years or more in succession immediately prior to their date of retirement. This provision shall not apply to individuals whose spouse is an employee of the City of Rome.

**15. JOB RELATED INJURIES/TREATMENT:** The Union and the City shall adopt language to govern officers injured in the line-of-duty that will impose obligations and responsibilities on each part to this agreement and will further establish a process to evaluate on the job injuries, medical treatment and costs. These provisions shall be guided by Section 207-c of the General Municipal Law.

**16. GRIEVANCES:** The City and the Union shall utilize the Public Employment Relations Board (PERB) to review and determine the final step(s) in the grievance process in lieu of the State Board of Mediation and Arbitration. The "Grievance Review Board" step presently in the Union grievance process is eliminated.

**17. HOLIDAYS:** For the five (5) holidays of New Year's Day, Easter, the Fourth of July and Thanksgiving, the City shall pay those officers who work on those days payment at one and one-half (1-1/2) times their normal salary, and two (2) times their normal salary for those officers who work on Christmas Day.

**18. CONTRACT RE-OPENER:** If the City should extend its boundaries to incorporate part of the present outside district into the existing inside district, it agrees to allow the Union to re-open the labor agreement to negotiate the impact on the Union. This provision is for the duration of this Agreement only, and shall be governed as/by the Sunshine Clause.

19. **RETROACTIVITY:** This Agreement shall commence retroactively to January 1, 1991.

PANEL NOTATION

The Panel has made awards on specific items in this arbitration Award. Any items not awarded or discussed in this Award are rejected. All other provisions and language contained in the 1988-90 Agreement are hereby continued, except as specifically modified in this Award.

  
\_\_\_\_\_  
Jeffrey M. Selchick, Esq.  
Public Panel Member & Chairman

I concur with the above Award

  
\_\_\_\_\_  
Charles R. Getty, Jr., Esq.  
Employer Panel Member

I concur with the above Award

  
\_\_\_\_\_  
Stanley G. Prue  
Employee Organization Panel Member

STATE OF NEW YORK )  
COUNTY OF Albany ) ss.:

On this 24 day of July, 1992, before me personally came and appeared Jeffrey M. Selchick, to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Cathy Selchick  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On this 15 day of July, 1992, before me personally came and appeared Charles R. Getty, Jr., to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

CATHY L. SELCHICK  
Notary Public State of New York  
No. 4830518  
Qualified in Albany County  
Commission Expires March 30, 1993

Cheryl White  
Notary Public  
CHERYL WHITE  
NOTARY PUBLIC, STATE OF NEW YORK  
APPOINTED IN ONEIDA COUNTY  
MY COMMISSION EXPIRES MARCH 30, 1994

STATE OF NEW YORK )  
COUNTY OF ONONDAGA ) ss.:

On this 21<sup>ST</sup> day of July, 1992, before me personally came and appeared Stanley G. Prue, to me known and known to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Paul F. Dillon  
Notary Public

PAUL F. DILLON  
Notary Public in the State of New York  
Qualified in Onondaga County No. 4779329  
My Commission Expires March 30, 1993

SCHEDULE "A"  
Salary Increases - Patrolmen Only

DATE	STARTING	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1/1/90	\$22,340	\$23,121	\$23,901	\$27,732	\$29,609	\$29,485
1/1/91	---	24,508	25,335	29,396	30,326	31,254
1/1/92	---	---	26,855	31,160	32,146	33,129

Schedule "A" applies to all patrolmen hired after 12/31/85 and prior to 1/1/91. Patrolmen hired on or prior to 12/31/85 receive pay at Step 5.

SCHEDULE "B"  
Salary Increases - Patrolmen Only

DATE	STARTING	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1/1/90	\$22,340	\$23,121	\$23,901	---	---	---	---	---
1/1/91	22,340	23,121	23,901	---	---	---	---	---
1/1/92	22,340	23,121	23,901	25,335	26,855	31,160	32,146	33,129

Schedule "B" applies to all patrolmen hired after 12/31/90. The starting salary and steps 1 & 2 have been frozen for contract years 1991 and 1992.