

IN THE MATTER OF ARBITRATION BETWEEN

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SARATOGA SPRINGS FIREFIGHTERS UNION  
LOCAL 343, I.A.F.F., AFL-CIO

and

CITY OF SARATOGA SPRINGS, NY  
-----

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

RECEIVED

JUN 25 1985

CONCILIATION

OPINION and AWARD

Interest Arbitration  
Collective Bargaining Agreement  
Calendar Years 1983-1984

PERB Case IA83-48; M83-534

I. INTRODUCTION

This document constitutes the Opinion and Award in Interest Arbitration between the City of Saratoga Springs, New York (hereinafter referred to as the "City," the "Employer," the "Administration," or the "Public Safety Department"), and the City of Saratoga Springs Firefighters Union, Local 343, I.A.F.F., AFL-CIO (hereinafter referred to as the "Employees," the "Firefighters," or the "Union").

This proceeding was conducted pursuant to the Public Employees Fair Employment Act, Article XIV of the New York Civil Service Law, Section 209.4, and Part 205 of the Rules of Procedure of the New York State Public Employment Relations Board. The Public Arbitration Panel was designated July 2, 1984, and was constituted as follows:

Public Panel Member: Sumner Shapiro  
64 Darroch Road  
Delmar, NY 12054

Employer Panel Member: Joseph T. Kelly  
Thealan Associates - 5 Sunset Drive  
Latham, New York 12110

Employee Panel Member: Frank N. Grasso, Esq.  
Grasso & Grasso  
124 Clinton Street  
Schenectady, NY 12305

The Panel was charged with making a just and reasonable determination of the dispute which related to the terms of a successor agreement for the calendar years 1983 and 1984, respectively, the prior agreement having expired December 31, 1982. As a consequence of the then unresolved improper practice appeals involving items at impasse, hearings were not initiated until October 29, 1984. Eight hearings were conducted, at which time the parties were afforded opportunity fully to develop their positions through direct testimony and relevant exhibits. The hearing phase concluded December 20, 1984, and the parties elected to submit post-hearing briefs which were timely filed February 5, 1985.

Appearances were as follows:

For Saratoga Firefighters Local 343

Jane K. Finin, Esq., Counsel  
Mr. Robert Cogan, President  
Mr. Jack Dejnozka, Vice President  
Mr. Joseph Nokes, Negotiating  
Team Member  
Mr. Jeff Carpenter, Negotiating  
Team Member  
Mr. Robert Richmond, Negotiating  
Team Member  
Mr. Francis Murphy, Witness  
Mr. Alfred Blondin, Witness  
Mr. Edward Fennell, E. J. Fennell  
Associates, Cohoes, New York,  
Economic Consultant and Witness

For the City of Saratoga Springs

David Wilder, Esq., Counsel

Mr. Lawrence McGourty, Commissioner  
of Public Safety

Mr. John O'Connor, Deputy Commissioner  
of Public Safety

Mr. Michael Cummings, Deputy  
Commissioner of Accounts, City  
of Saratoga Springs, New York

Ms. Joanne Clark, Clerk, Public  
Safety Department, Witness

Mr. Ted Butler, Commissioner of  
Accounts, City of Saratoga Springs,  
New York, Witness

Mr. David Moyer, Asst. City  
Assessor, City of Saratoga Springs,  
New York, Witness

The Panel has taken note of the exceptionally comprehensive and articulate presentations of the parties and, on the basis thereof, has concluded that this document will suffer no impairment by the omission of a summary of the issues and positions of the parties. Each issue, and the evidence and arguments relating thereto, has been thoroughly and repeatedly reviewed by the Panel in Executive Session. In cases where the petitioner's position was deemed to be insufficiently persuasive or where the supporting data were inconclusive, the Panel has, on occasion, elected to dismiss the matter without comment - and the absence of specific mention or analysis relating to any single issue may be inferred to result from that issue being so classified.

The Panel has similarly determined that summary opinions may be required to clarify the implications of its award and where this

is the case, appropriate clarifications are set forth in the Opinion section of this document.

## II. OPINION

### 1) Clothing Allowance - Article VII-e

The Panel concurs with the Union petition to the extent of increasing the annual allowance to \$200.00, and to modification of the standard equipment list to provide for the issuance of mattresses and lockers to new recruits. The Panel remands to the parties the responsibility for drafting a list of standard equipment similar to that set forth in Union Exhibit X, stipulating proper size, fit and style, and will retain jurisdiction over this issue finally to resolve any persistent impasse relating to said listing should same arise. Article VII-e should be modified to read as follows:

"Clothing Allowance. Every Firefighter shall be given a maximum allowance for clothing in the sum of two hundred dollars (\$200.00) per annum, which allowance shall be paid upon filing of appropriate voucher claim forms. A newly appointed member of the Department shall be provided with a locker and a new mattress, and shall be fully equipped with all necessary uniforms and other equipment as stipulated in Appendix A, appended hereto, at the expense of the City. Said clothing allowance shall be pro-rated based upon the number of months, or major fractions thereof, that a new person was in service in his first calendar year on staff. The City will replace, at its expense, all clothing and equipment damaged, lost or destroyed in the course of duty, excluding normal wear and tear.

In addition to the foregoing, the City will supply each Firefighter on staff with a Nomex Turnout Coat (or equivalent) on an "as needed" basis, and will also provide dress uniforms for each Firefighter presently on staff, without cost to him, if he is required to wear such

uniform by his superior officers, and does not presently have a proper one available."

This provision shall become effective retroactively on December 30, 1984.

2) Retirement Pension Program - Article VII-f

Article VII-f, Retirement Pension Program of the predecessor agreement, shall be modified by deleting paragraphs 1 and 2 thereof, and substituting the following as paragraph 1:

"Retirement Pension Program. The Employer shall continue to provide all members the option to enroll in non-contributory retirement plans in accordance with Section 384-D of the New York State Policemen's and Firemen's Retirement System and/or select any other benefits or plan in effect at the execution of this agreement, subject to availability, as prescribed by the Retirement System."

Paragraph 3 of the expiring agreement is to be renumbered "paragraph 2," with the text thereof being retained in the new agreement.

3) Holidays - Article VII-g

The Panel denies the Union petition for additional holidays and additional holiday pay. The work schedule in this jurisdiction is such as functionally to alter the character of holiday pay from its more customary status as pay for time not worked to a pay add-on in the compensation structure. An increase in the number of holidays awarded would, in effect, function as an increase in salary, an item which is the subject of a separate inquiry. The LADS data submitted was not sufficiently definitive as it does not define what may be loosely described as

the holiday pay bonus arrangement in other jurisdictions. The holiday pay arrangement for the Inspector, who works eight (8) hour shifts, was the object of special attention and consideration. The Panel has concluded that the Inspector, if a member of the bargaining unit, is entitled to the provisions of the agreement and no separate language is necessary. If he is not a member, the determination of his appropriate status is beyond the Panel's purview.

4) Vacation Leave - Article VIII-3

The Employer proposed certain revisions, all of which the Panel is constrained to deny on several grounds, as follows:

1. The passage of time has rendered the matter moot.
2. The plan submitted in support of the proposal was not sufficiently refined as to establish feasibility.
3. The basis on which the plan would operate is unclear, especially as it would relate to absenteeism, persons on disability, Article 207-a, other entitlements such as added days, and the like. In order for the Panel to treat responsibly with the issue, the proposed schedule must be before it.
4. The eight-hour proposal for the extra day, which is awarded for persons with ten years' service, was based on the rationale that the police benefit is eight hours. However, because of the work schedule, an additional eight-hour grant effectively provides the police person with a twenty-four-hour deferment in

reporting for work, as does the procedure traditionally employed in the Firefighter's case. Consequently, the Panel denies the Employer's proposal to modify the Firefighters' arrangement.

The Union has petitioned for two changes in this article. The first would provide for the add-on of holiday time occurring during a vacation period to the vacation in the form of added time as a matter of contract. In the past, this has been permitted subject to approval by the Public Safety Commissioner. The Panel believes the Union has not shown this to be other than an appropriate managerial prerogative and rules that it should so remain. The Union petition is denied.

The second Union proposal relates to a proposed modification in contract language where the predecessor agreement states that ranking officers are entitled to twenty-four (24) days vacation; whereas the clear intent and established practice is to provide twenty-five (25) days. We concur in the Union assertion that this is a misprint and the contract should be revised to state twenty-five (25) days. The Union proposal respecting this provision is granted.

5) Definition of a Grievance - Article 11-j

The Panel holds the predecessor contract language shall be retained. The Union proposal to include the word "laws" was based upon the premise that such a change would be necessary in order to facilitate the resolution of 207-a disputes. In view of the Panel's determination respecting 207-a adjudication, the basis for the proposal

has been nullified. Similarly, the City's proposal to modify by stipulating "working conditions" is obviated in view of the PERB Decision U-6451, City Exhibit 48, page 2.

6) Polygraph Language - Article V-c-5

The language of the predecessor agreement shall be retained but shall be modified to clarify the scope of the "any reason" phrase by reference to a PERB, ALJ interpretation. The clarification shall be incorporated by insertion of the parenthetical phrase, as follows: "...for any reason (as defined in PERB, ALJ, U-6451, page 4) as long as polygraph test ... ."

7) 207-a - General Municipal Law - Article VI-j

This is the new provision and shall read as follows:

"An employee claiming 207-a status shall be granted provisionally such status pending a determination to the contrary pursuant to the hearing and appeal procedures herein provided; however, any employee in a 207-a status for twelve (12) months shall not thereafter for the duration of the disability accrue or receive vacation credits, call-back pay, uniform allowance beyond that paid in the calendar year in which the disability arose, nor shall he derive a contractual benefit superior to that enjoyed by a working member as a result of his 207-a status. The return of a person to active duty from 207-a status, who suffers a relapse within thirty (30) calendar days, shall be considered as an interruption in the continuous absence.

If the Employer contests entitlement to a 207-a status, the matter shall be referred to a hearing officer chosen in rotation from a Panel of six (6) individuals experienced in the adjudication of disputes involving personal injury or workers'

compensation. Any recurring claims arising out of a single injury or illness shall be referred back to the original hearing officer where possible; otherwise, the normal selection procedures shall be employed.

The hearing officer shall consider both the facts attendant the dispute and the provisions of Section 207-a of the General Municipal Law. A stenographic record shall be made of all such proceedings. Determinations of the hearing officer shall be subject to review in the same manner as prescribed by Article 78, CPLR.

The hearing officers' and stenographic fees or charges shall be divided equally between the parties."

The Panel shall retain jurisdiction over this matter, pending agreement between the parties as to the designation of the hearing officers.

The language promulgated by the Panel is intended to support and address the City's concern that an injured or disabled employee shall not be permitted to compound benefits. The intent of this provision is to provide injured or disabled employees with undisrupted income and fringe entitlements to which they would be entitled if working to the extent that such benefits are not already being provided incident to the 207-a status. By way of illustration, the Panel holds that it would be improper for a person on 207-a status to claim call-back pay for reporting for a medical examination, or hearing, as this would duplicate payment being made for that time under the 207-a provisions. The Employer's concern and the Panel's concurrence is not, of course, intended to impact upon employee disability entitlements which may arise under the disability provisions of the Social Security Act or other non-207-a statutes.

8) Sick Leave - Article VIII-2

The Union proposal for restoration of a uniform 150-day sick leave accumulation limit extending to post-1977 hirees who are limited to 120 days is denied. It is, as the Union contends, a proposal which would have no immediate impact upon the Employer, but the Employer's citation of the obverse is equally compelling. The agreement already provides for a continuation of hospitalization coverage on retirement, a frequent quid pro quo for redemption of accrued sick leave benefits. Moreover, the Panel does not view sick leave as a retirement bonus but, rather, as a kind of insurance designed to maintain income continuity for stricken individuals. The Panel denies the Union demand for six (6) additional sick leave days credit where the employee has not been absent during the year as it believes employees should not be dissuaded from the legitimate use of sick leave any more than they should be permitted to view sick leave entitlements as the equivalent of holidays or personal days during which they may absent themselves as a matter of absolute right.

The Employer has petitioned for the right, at its discretion, to require verification of an absent employee who is being compensated with sick leave benefits. The Panel recognizes and sustains the Employer's right to verify the legitimacy of a sick leave claim; however, it denies its right to require such verification to be secured by the employee. The predecessor agreement provides the Employer may receive, on demand, a statement by the employee, or a physician, after two or more consecutive calendar work days of absence and upon request

by the Employer. This provision should be retained but we deny any further extension of the employee's responsibility.

The Employer has demanded a provision granting it more effective policing of sick leave. The following language is awarded:

"Article VIII-2, Sick Leave. The Employer may at any time and, at its discretion, take whatever steps it deems appropriate to confirm the propriety of a sick leave absence. The employee will make himself available for examination at his home or at some other reasonable location as the City may designate by health professionals at the City's expense."

The Employer has proposed modifying the calculation of sick leave earned from a 15-day-per-year basis to 1.25-days-per-month-of-actual-employment. The Panel denies this proposal and retains the 15-day-per-year formula firstly because of difficulties inherent in determining what would constitute a month of active employment and, secondly, because one objective of the change was to treat with the phenomenon of individuals on prolonged sick or disability leave accruing additional leave during such periods. The Panel addressed the latter concern on a different basis.

Persons on disability or sick leave shall cease to accrue sick-leave credits after one year of residence in such status. The active work period of a person who returns from sick leave or disability status and suffers a relapse within thirty (30) calendar days shall not be considered to have terminated a continuous absence. The days worked shall not be charged against sick leave as absent days and the original commencement date of the twelve-month entitlement shall continue to apply.

9) Payroll Savings - Article XIII-7

The Panel denies this proposal.

10) Exchange Proposals - Article XIII-10

The Panel sustains the proposal for a more orderly notification procedure anent the expiration and negotiation of successor agreements. Specifically, the agreement should provide as follows:

- a. Notification of intent to reopen or renegotiate the agreement should be forthcoming by certified mail no later than August 1 immediately preceding the scheduled expiration date of the agreement.
- b. Said notification should provide a list of dates on which the party will be available for meetings between the September 1 and September 15 dates immediately following.
- c. The parties shall set meeting dates and shall be obligated to exchange written proposals at the first meeting.

11) Trading Days - Article VIII-7 (Proposed New Provision)

The Employer seeks to limit a long-established privilege of trading days under which the Firefighters, in theory at least, interchange on and off-duty time with one another. This practice is permitted under the Department's Rules and Regulations, and the Employer argues that the initial justification was rooted in the very long on-duty cycles of the Firefighters - which is no longer applicable. The present-day schedule of twenty-four (24) consecutive hours on and seventy-two (72) consecutive hours off, supplemented by "Kelly Days" to bring the

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average to forty (40) hours per week, is said to provide sufficient off-duty time to meet personal needs. The Employer maintains a Fire-fighter should be on his job as scheduled as a general proposition. The Panel concurs that this "should be there" principle is an implicit condition of employment. However, the trading arrangement is a long-established practice and the proposal to revise or eliminate it has been reviewed relatively recently under the grievance provisions of the predecessor agreement. The award in that matter hewed to the principle herein reiterated; namely, that the Employer's prerogatives include control of the work force consistent with the terms of the agreement. While the Employer has alluded to a syndrome of abuse, the fact remains that it has not codified its position and the proposal before us is still unaccompanied by a listing of specific prohibitions or compelling reasons for adopting, contractually, certain prohibitions implied by past practice. Certain defined restrictions or limitations attach to other similar benefits, like sick leave or personal leave, but no explicit constraints are stipulated in the Employer's proposal. Because of long reliance upon the practice, it is, in many ways, intertwined with other benefits and, while the Employer maintains its objective is to eliminate certain objectionable practices, the language of the proposal and examination of witnesses discloses the prevalence of vagueness and ambivalence. The Panel, in reflecting upon these aspects must deny the Employer's proposal. In denying the Employer proposal respecting trading days, the Panel explicitly presumes the continuing practice will not impose

overtime penalties.

12) Personal and Bereavement Pay - Article VIII-4

The Union Bereavement Pay Proposal seeks to extend coverage to the loss of certain literally relatively removed persons. Indeed, one of the justifications advanced by the Union is that usage can be expected to be most infrequent. The Panel views this as a de minimus matter and denies the Union proposal.

With respect to personal leave, the Union's demand for an increase appears to be based principally on the fact that this is a long-standing benefit that has not been increased or enhanced for some time. That, in itself, is not an indication of deficiency and the Panel denies an increase in personal-day entitlement. It does, however, support the Union petition that members be permitted to take such time in four-hour increments. We do so in recognition of the fact that a Firefighter's work schedule may occasionally lead to a situation in which a few hours will be required in order to tend to some personal or family need, and that it may not be possible to defer the matter or arrange to cover the duty post through trading.

13) Medical Examination - Article IX-3

The Firefighters have demanded a medical examination paid for by the Employer with the member enjoying the protection of confidentiality.

In our view, the rationale for the demand is nullified by the confidentiality expectation and the demand is denied.

14) Life Insurance - Article IX-4

The Union has demanded certain life insurance improvements. The Panel is not persuaded that the proposal is supported by prevailing practice, nor does any cost data appear in the record. The proposal is denied.

15) Emergency Medical Technician Training - Article IX-5

The Union has, in effect, petitioned for a contractual guarantee that EMT Training will be provided. The Panel has concluded that EMT Training is not so central to the terms and conditions of employment as to justify the Panel's intrusion into an area of managerial responsibility. Since the employee must be away from the job for training purposes, we think it appropriate that EMT Training should be subject to administration approval; however, where approval is granted, necessary time off should be granted in addition to the benefits normally provided pursuant to Article XI, Section 3.

16) Medical Insurance Benefits - Article IX, Section 2

The Panel concludes the following provision should be met in the new agreement.

- a. Preservation of the benefits and services of the existing health insurance package without specifying the carrier. The Employer

should be free to select or change carriers so long as the benefit package is not impaired.

- b. Retirees and their families should continue to receive coverage as per practice outlined in City Exhibit VI. Prevailing practice should survive and continue in the new agreement, except that disability retirees shall not be deprived of entitlement irrespective of years of service preceding the onset of the disability.

17) Dental Insurance - Article IX

The Union has proposed dental insurance but the Panel finds the presentation unpersuasive and denies granting of same.

18) Union Release Time - Article VIII-6

The Employer has proposed certain limitations on Union release time. The Panel finds the evidence of abuse inadequate and denies the proposal.

19) Loser Pay Arbitration - Article VI-3

This is a Union proposal which proposes to correct purported abuse of use of the arbitration procedure by requiring that the loser bear the cost attendant the arbitration process in the particular case. The Panel finds the evidence of abuse less than conclusive as the Union position was based upon only one case and that, in no way, portends future abuse or illuminates a pattern of past abuse. Moreover,

we are not convinced that the proposal is workable and conclude that the provision of the predecessor agreement should be retained.

20) Health and Safety - Article XIII-6-a

The language of this provision should be revised to read as follows:

"The Safety Committee shall be free to inspect any facility or equipment used in the fighting of fires or other work of the Department, and advise the Chief of any deficiency or faulty equipment found. Any Firefighter or the Safety Committee may call attention of the Platoon Commander in charge of the existence of safety or health hazards, or the fact that certain equipment may be dangerous to use, and the Commander shall immediately advise the Chief or his designee of the complaint. If the Chief or his designee refuses to take the necessary steps to remedy the situation, he must notify the Safety Committee of his decision within forty-eight (48) hours after the matter is brought to his attention, and the Union may then present the dispute to the Commissioner of Public Safety. Rejection by the Commissioner will permit commencement of the arbitration procedure provided in Article VI of this agreement.

Nothing herein contained shall require an employee to endanger his life because of faulty equipment."

The Union has requested certain specific rulings with respect to aerial equipment and the Panel recognizes that this is a critical problem; however, we find insufficient information and evidence to make a determination as to qualifications or procedures which are, of course, inter-related. Neither party has determined if the manufacturer of the equipment has any special recommendations and what the nature of such recommendations may be. It is entirely conceivable that certain straight-

forward tests are available, or that only limited special training, rather than broad technical skills, is required to monitor the condition of the equipment. The Panel is obviously unable retroactively to deal with this problem, but it does urge the parties jointly to investigate the matter. In our view, this should be an area of joint concern and the parties are urged cooperatively to address same.

A second area of concern is the prevalence of diesel fumes and particulates which reportedly permeate the work and living quarters of the members when the equipment is started (as it must be) indoors. The Panel believes that something less than a formal, professional investigation will suffice to formulate a conclusion. We think it is commonly well recognized that the inhalation of diesel fumes and the deposit of unburned carbon particles on food and eating utensils is deleterious to one's health. Conventional wisdom, we believe, supports the inference that these hazards should be promptly abated by providing effective ventilating equipment. It is our belief and intent that the contractual language awarded provides a means of enforcement.

21) Cost of Living Allowance Proposal (New Provision Proposal)

This is a Union proposal that salaries be adjusted in linkage with the Consumer Price Index pending negotiation of successor agreements. The Panel denies this proposal as there is no assurance that the Consumer Price Index will increase, or that the salary increase will necessarily exceed the Consumer Price Index. Indeed, the CPI may even decline,

but it is clear that the proposal would, in any case, impose a constraint on the bargaining process. Further the Panel has granted the exchange proposal which was advanced on the thesis that its adoption will expedite the negotiation of successor agreements.

22) Salary and Call-back and Overtime - Article VII-a-c

The Panel has considered the salary, call-back and overtime issues as a single, inter-related matter. The predecessor agreement provided for four-hour minimum pay compensation at straight time for members called back to work. The City proposed reducing that minimum to two hours' pay at the straight-time rate. The Union has proposed time-and-one half compensation for all overtime, including call-back, and retention of the four-hour call-back minimum. The Union salary proposal calls for an increase of approximately 15% per year for each of the two years, while the Employer has proposed a \$700.00 across-the-board increase effective January 1, 1983, plus \$600.00 across-the-board effective July 1, 1983, and \$1,200.00 across-the-board effective January 1, 1984. The Panel has extensively examined and debated the numerous exhibits submitted by both parties in an effort to determine both comparable practice and ability to pay. It believes the Employer's budgetary burden resulting from its award does not deviate so extensively from the level tacitly conceded to be manageable as to jeopardize the community's fiscal health. In PERB IA-154, in which the wage structure of the predecessor agreement was derived, the Panel relied upon a

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sample population of communities set forth in Union Exhibit VIII. The Panel did delete several communities from the Union sample, retaining twelve (12) which were deemed to provide a representative profile.<sup>1/</sup>

On a 25-year-earnings basis,<sup>2/</sup> Saratoga Springs was placed between Glens Falls and Oswego by virtue of the Panel's award. Table I, below, lists certain relevant data taken from the exhibits of the parties for the year 1984. The number of profile communities to which current data was provided was reduced to eight, but their relative positions with respect to one another remain essentially unchanged.<sup>3/</sup>

TABLE I

<u>Jurisdiction</u> <u>(1980 Hierarchy)</u>	<u>Firefighter<sup>a/</sup></u> <u>25-Yr. Earnings</u> <u>Yr. 1984 (Dollars)</u>	<u>1984 - 25-Yr. %</u> <u>Increase over</u> <u>1980<sup>b/</sup> (Percent)</u>	<u>Call-back<sup>c/</sup></u> <u>Minimum</u> <u>Hours</u>	<u>Overtime</u> <u>Rate</u>
Lockport	\$512,964	30%	2	1.5X
Plattsburgh	542,285	42	3	Straight Time
Ithaca	554,426	48	N.A.	N.A.
Oswego	505,269	38	4	1.5X
Glens Falls	476,694	39	4	Straight Time
Ogdensburg	469,820	32	2.6	1.5X
Amsterdam	441,775	38	2	1.5X
Gloversville	435,387	38	4	Straight Time

<sup>a/</sup> Source: Union Exhibit II, Sec. III, p. 7

<sup>b/</sup> Source: I.A. 154, Union Ex. 8, p. 14

<sup>c/</sup> Source: City Exhibits XXXXVI-A, XXXXVI-B, Union Exhibit III  
(These three exhibits originate with N.Y.S. LADS)

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<sup>1/</sup> The retained communities were Lockport, Plattsburgh, Kingston, Ithaca, Oswego, Hornell, Ogdensburg, Glens Falls, Rennselaer, Amsterdam and Gloversville.

<sup>2/</sup> In IA-154, the Union relied upon 20-year totals, whereas 25-year totals were employed in the present proceeding. The Panel, therefore, recalculated the IA-154 values to place them on a 25-year basis.

On the average, the upper four communities increased 25-year earnings by approximately 40% between 1980 and 1984, while the lower four increased by approximately 37%; however, with the limited number of observations, the unusually high increase recorded for Ithaca has a profound influence on the upper half average and if it were not for this, the average 1980 to 1984 increase would be relatively uniform in approximately 38% or 39% for all eight referenced communities. Thus, if Saratoga Springs were to maintain the relative position in which the Panel placed it in 1980, i.e., between Oswego and Glens Falls, its 1984 average would be raised to approximately \$491,000 from its 1982 level of \$420,282. This equates to a two-year increase totalling nominally 17% which, considering compounding, is the nominal equivalent of 8% per annum. Based on the salary of a top-pay Firefighter, which is the calculation base, we have translated this into a dollar amount of \$1,326 per annum, effective January 1, 1983, and an additional \$1,485 per annum, effective January 1, 1984. These fixed amounts are to be applied to a salary schedule for all ranks. These increases, we note, fall within the range of those shown in City exhibit XVII and Union Exhibit II, Section 3, Table VII.

In treating with the overtime and call-back compensation, we have relied upon testimony and, particularly, City Exhibit XXXVII and XLVI-A and XLVI-B. Much of this evidence is corroborated in Union Exhibit III. The conclusions derived from these data are as follows:

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<sup>3/</sup>Glens Falls and Ogdensburg actually interchanged positions but they are virtually equal in both comparisons. A parallel situation prevails between Plattsburgh and Ithaca. Lockport, which had been placed above the Plattsburgh-Ithaca pairing in 1980, exhibited a decline in 1984 position but still placed near the top of the rankings.

1. Two-hour call-back times are generally correlated with time-and-one-half for overtime.
2. Time-and-one-half for overtime is very much the predominant practice.

The Panel, therefore, awards the two-hour call-back minimum as proposed by the Employer, and the time-and-one-half overtime rate for which the Union has petitioned. These provisions are to become effective as of July 1, 1983, but no retroactivity is to be paid for call-back as City Exhibit XXXVII indicates the four-hour minimum paid did, in fact, on the average approximate a time-and-one-half compensation rate for all call-back service.

23) Miscellaneous Issues

Due to the terminations of non-mandatory status, the following deletions are to be effected in the successor agreement.

- a. Article IV-d, Paragraphs 1, 2, 3 and 4.
- b. Article VII-d
- c. Article XII-1-d (withdrawn)
- d. Article XIII-4

Additionally, certain language revisions and/or acknowledgments not elsewhere recorded are incorporated herein.

- a. Article IV-b, Article V-c-6 (pgs. 1 and 2, Union Petition)

The language of the Union petition is acceptable to the Employer and notation thereof is made herewith.

- b. The Employer explicitly acknowledges its obligation to negotiate the impact of deletions of non-mandatory language from the agreement.

III. AWARD

1. Clothing Allowance - Article VII-e

Effective retroactively to December 30, 1984, Article VII-e shall be modified to read as follows:

"Clothing Allowance. Every Firefighter shall be given a maximum allowance for clothing in the sum of two hundred dollars (\$200.00) per annum, which allowance shall be paid upon filing of appropriate voucher claim forms. A newly appointed member of the Department shall be provided with a locker and a new mattress, and shall be fully equipped with all necessary uniforms and other equipment as stipulated in Appendix A, appended hereto, at the expense of the City. Said clothing allowance shall be pro-rated based upon the number of months, or major fractions thereof, that a new person was in service in his first calendar year on staff. The City will replace, at its expense, all clothing and equipment damaged, lost or destroyed in the course of duty, excluding normal wear and tear.

In addition to the foregoing, the City will supply each Firefighter on staff with a Nomex Turnout Coat (or equivalent) on an "as needed" basis, and will also provide dress uniforms for each Firefighter presently on staff, without cost to him, if he is required to wear such uniform by his superior officers, and does not presently have a proper one available."

The Panel retains jurisdiction respecting the drafting of a new Appendix A by the parties and will relinquish same upon notification of concurrence by the parties.

2. Retirement Pension Program - Article VII-f

Article VII-f shall be modified by deleting paragraphs 1 and 2 of the predecessor agreement. The new paragraph 1 shall read as follows:

"Retirement Pension Program. The Employer shall continue to provide all members the option to enroll in non-contributory retirement plans in accordance with Section 384-D of the New York State Policemen's and Firemen's Retirement System and/or select any other benefits or plan in effect at the execution of this agreement, subject to availability, as prescribed by the Retirement System."

Article VII-f, paragraph 3, of the predecessor agreement shall be renumbered paragraph 2.

3. Holidays - Article VII-g

The Union petitions respecting this item are denied.

4. Vacation Leave - Article VIII-3

The Employer's petition for revisions in this article is denied, as is the Union's petition respecting contractually specifying the treatment of holiday time occurring during vacation. The Union petition to correct a typographical inaccuracy stipulating twenty-four (24) days of entitlement for ranking officers to state twenty-five (25) days is granted.

5. Definition of a Grievance - Article II-j

The Union petition to modify the Definition of a Grievance is denied. The Employer's proposal to modify is similarly denied in light of the substance of PERB Decision U-6451.

6. Polygraph Language - Article V-c-5

The language of the predecessor agreement is to be retained subject to clarification by addition of the parenthetical phrase set forth in the Opinion segment hereof.

7. 207-a, General Municipal Law - Article VI-j

A new provision is to be added to the agreement and shall state as follows:

"An employee claiming 207-a status shall be granted provisionally such status pending a determination to the contrary pursuant to the hearing and appeal procedures herein provided; however, any employee in a 207-a status for twelve (12) months shall not thereafter for the duration of the disability accrue or receive vacation credits, call-back pay, uniform allowance beyond that paid in the calendar year in which the disability arose, nor shall he derive a contractual benefit superior to that enjoyed by a working member as a result of his 207-a status. The return of a person to active duty from 207-a status, who suffers a relapse within thirty (30) calendar days, shall be considered as an interruption in the continuous absence.

If the Employer contests entitlement to a 207-a status, the matter shall be referred to a hearing officer chosen in rotation from a Panel of six (6) individuals experienced in the adjudication of disputes involving personal injury or workers' compensation. Any recurring claims arising out of a single injury or illness shall be referred back to the original hearing officer where possible; otherwise, the normal selection procedures shall be employed.

The hearing officer shall consider both the facts attendant the dispute and the provisions of Section 207-a of the General Municipal Law. A stenographic record shall be made of all such proceedings. Determinations of the hearing officer shall be subject to review in the same manner as prescribed by Article 78, CPLR.

The hearing officers' and stenographic fees or charges shall be divided equally between the parties."

The Panel retains jurisdiction over this matter to insure prompt resolution of any residual issue which may arise respecting

designation of hearing officers. Retained jurisdiction will be relinquished upon notification of adoption of said list by the parties.

8. Sick Leave - Article VIII-2

The Union proposal for restoration of a uniform 150-day sick leave accumulation limit is denied, as is the Union's petition for six additional sick leave days' credit where no sick leave days have been claimed in the course of a calendar year.

The Employer's petition for contractual support of its rights respecting policing of sick leave is granted and the following language is awarded.

"Article VIII-2, Sick Leave. The Employer may at any time and, at its discretion, take whatever steps it deems appropriate to confirm the propriety of a sick leave absence. The employee will make himself available for examination, at his home or at some other reasonable location as the City may designate, by health professionals at the City's expense."

The Employer's petition to modify the calculation of sick leave earned from an annual basis to a monthly basis is denied.

The Employer's petition for a limitation on the accrual of sick leave credits by persons on disability or sick leave is granted to the extent and on the basis set forth in the Opinion section hereof.

9. Payroll Savings - Article XIII-7

The Union petition is denied.

10. Exchange Proposals - Article XIII-10

The Union petition for notification and exchange procedures pending expiration of the agreement is granted as set forth in the Opinion section hereof.

11. Trading Days - Article VIII-7

The Employer's petition is denied.

12. Personal and Bereavement Pay - Article VII-4

The Union's petitions respecting Bereavement Pay and Personal Leave are denied, except that its proposal that members be permitted to take personal leave time at minimum increments of four (4) hours is sustained.

13. Medical Examination - Article IX-3

The Union petition is denied.

14. Life Insurance - Article IX-4

The Union petition is denied.

15. Emergency Medical Technician Training - Article IX-5

The Union petition is denied.

16. Medical Insurance Benefits - Article IX, Section 2

The Union petition respecting this item is granted to the extent set forth in the opinion section hereof.

17. Dental Insurance - Article IX

The Union petition is denied.

18. Union Release Time - Article VIII-6

The Employer petition respecting Union release time is denied.

19. Loser Pay Arbitration - Article VI-3

The Union petition is denied.

20. Health and Safety - Article XIII-6-a

This provision in the successor agreement shall state as follows:

"The Safety Committee shall be free to inspect any facility or equipment used in the fighting of fires or other work of the Department, and advise the Chief of any deficiency or faulty equipment found. Any Firefighter or the Safety Committee may call attention of the Platoon Commander in charge of the existence of safety or health hazards, or the fact that certain equipment may be dangerous to use, and the Commander shall immediately advise the Chief or his designee of the complaint. If the Chief or his designee refuses to take the necessary steps to remedy the situation, he must notify the Safety Committee of his decision within forty-eight (48) hours after the matter is brought to his attention, and the Union may then present the dispute to the Commissioner of Public Safety. Rejection by the Commissioner will permit commencement of the arbitration procedure provided in Article VI of this agreement.

Nothing herein contained shall require an employee to endanger his life because of faulty equipment."

21. Cost of Living Allowance Proposal

The Union petition for linking of salaries and the Consumer Price Index pending negotiation of successor agreements is denied.

22. Salary, Call-back and Overtime - Article VII-a, c

Article VII-a shall state as follows:

"a. Wages: Wages and/or salary schedules for members of the Department, including in-grade increases and longevity allowances for the calendar years 1983 and 1984 shall be set forth in Appendix B, attached hereto, and made a part hereof. Newly-appointed employees shall be paid annual increments as of the anniversary date of their appointments so as to permit them to reach the maximum of the grade within four years."

Appendix B shall state as follows:

APPENDIX B

Salary Structure

<u>Position</u>	<u>Jan. 1, 1983</u>	<u>Jan. 1, 1984</u>
Captain	\$20,870	\$22,355
Lieutenant	19,370	20,855
Firefighter (top pay)	17,870	19,355
3rd Increment	17,281	18,766
2nd Increment	16,643	18,128
1st Increment	16,030	17,515
Starting Salary	15,418	16,903

In addition to the foregoing, longevity increments shall be added to each employee's salary as follows:

<u>Years of Service Completed</u>	<u>Longevity Increment Added - \$/Annum</u>	<u>Total Longevity Increment - \$/Annum</u>
Five (5)	\$250	\$ 250
Ten (10)	250	500
Fifteen (15)	250	750
Nineteen (19)	250	1,000

Article VII-c shall state as follows:

"(c) Overtime and Call-back: Any Firefighter working in excess of twenty-four (24) hours on any one tour of duty shall be paid for all such additional time worked at one-and-one-half (1-1/2) times his regular hourly rate. Any member who regularly works an eight (8) hour day and is required to be on duty beyond the eight (8) hour period shall be similarly compensated. The employee may elect to take compensatory time in lieu of cash

payment if such time can be scheduled so as not to affect the efficiency of the operation of the Fire Department, or require increased expenditures of funds by the City and the employee will be allowed one-and-one-half (1-1/2) hours for each hour of overtime worked. All accumulated compensatory time which has not been exhausted before December 1st of each year shall be reduced by one-third (1/3) and shall be paid at the employee's regular rate before December 31st of the same year. Compensatory time earned during the month of December may be carried over to the following year.

Firefighters who are called back to work and who report for such work when off duty shall be given at least two (2) hours pay at his regular rate, or pay in lieu thereof, for each such call-back. Firefighters called back for work under this section shall be considered to be on duty the entire two (2) hour pay period, even if released from the firehouse, and they shall not be paid for additional call-back time if again recalled and released during the initial two (2) hour period. Provided that on an additional call-back in which the Firefighters work over the two (2) hour initial call-back period, the Firefighter shall be paid an additional two (2) hours call-back time and he shall be considered to be on duty for another two (2) hour period even if released from the firehouse. Call-back to duty shall mean not only a recall to active duty within the Department, but a requirement of the Firefighter to appear to give testimony before a Grand Jury, any recognized court, or any recognized departmental or agency hearing which may compel his attendance either by subpoena or by direction of his superior officer in any matter in which he may be involved because of his official status as an employee of Saratoga Springs."

These provisions are to become effective retroactively on July 1, 1983, except that retroactive payment shall not be forthcoming for call-back time.

23. Miscellaneous Issues

The determinations respecting miscellaneous issues set forth in the

Opinion section hereof so designated are made a part of this Award.

Respectfully submitted,

*Sumner Shapiro*  
Sumner Shapiro  
Chairman and Public Member  
Date: June 24, 1985

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ALBANY )  
Sworn to before me this 24<sup>th</sup> day  
of June, 1985.  
Robert C. Comins  
Notary Public

**ROBERT C. COMINS**  
Notary Public, State of New York  
No. 5773176  
Qualified in Saratoga County  
My Commission Expires March 30, 1986

CONCURRING:

*Frank N. Grasso*  
Frank N. Grasso, Esq.  
Employee Organization Designated Member  
Date: 6/24/85

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF SCHENECTADY )  
Sworn to before me this 21 day  
of June, 1985.  
Joseph T. Kelly  
Notary Public

**JOSEPH T. KELLY**  
Notary Public, State of New York  
Qualified in Schenectady County  
No. 5773177  
Commission Expires March 30, 1986

DISSENTING:

*Joseph T. Kelly*  
Joseph T. Kelly  
Employer-designated Member  
Date: 6/21/85

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF ALBANY )  
Sworn to before me this 21<sup>st</sup> day  
of June, 1985.  
Frank N. Grasso  
Notary Public

*Commission Expires 3/30/86*

June 28, 1985

RECEIVED

JUL 17 1985

CONCILIATION

TO: Joseph Kelly - Frank Grasso

FROM: Sumner Shapiro

RE: Opinion and Award - Saratoga Springs - PERB IA83-48; M83-534  
Retroactivity Implications of Award

You have requested a written memorandum summarizing the Panel majority expectation respecting retroactivity with which you must deal in your continuing role as the parties' consultants. My explicit understandings are set forth herein and I shall request Mr. Grasso's signed assent on one copy to be forwarded directly to you.

The specific issues and dates are as follows:

Article VII-e, Clothing Allowance - Effective December 30, 1984

Article VII-f, Retirement Pension Program - Effective December 30, 1984

Article V-c-5, Polygraph Language - Effective December 30, 1984

Article VI-j , Section 207-a, General Municipal Law - Effective December 30, 1984

Article VIII-2, Sick Leave - Effective December 30, 1984. The earliest commencement date of the one-year period after which persons on disability or sick leave shall cease accruing sick leave shall be December 31, 1984.

Article VII-a-c, Salary - The wage scales tabulated in Appendix B become effective on the respective dates appearing as column headings; specifically, January 1, 1983, and January 1, 1984.

Article VII-c, Call-back and Overtime - The two-hour minimum call-back compensation shall become effective as of December 30, 1984. There shall be no retroactive pay for call-back. The time-and-one-half overtime provision shall become effective as of July 1, 1983.

Any provision not explicitly discussed above was intended to become effective prospectively as of December 30, 1984. The Panel's jurisdiction extended to December 31, 1984.

Since we have retained jurisdiction of certain matters which fall within our purview, the parties should notify the Chairperson of the resolution of matters upon which retention was contingent, at which time the Panel may formally relinquish control. These matters are:

To: J. Kelly - F. Grasso  
From: S. Shapiro

Page Two  
June 28, 1985

1. Article VI-j - 207-a, General Municipal Law,  
Designation of Hearing Officers
2. Article VII-e, Clothing Allowance, Drafting  
of New Appendix A

In the unhappy event resolution of these details cannot be achieved, the parties should similarly advise, and we shall reconvene the Panel.

  
Sumner Shapiro  
Chairperson and Public Member

Concurring:

  
Frank N. Grasso, Esq.  
Employee Organization Designated Member

NYS PERB  
RECEIVED  
JAN 18 1987  
CONCILIATION BOARD

In the Matter of Arbitration between

-----  
SARATOGA SPRINGS FIREFIGHTERS UNION :  
LOCAL 343, I.A.F.F., AFL-CIO :  
and :  
CITY OF SARATOGA SPRINGS, NY :  
-----

OPINION and AWARD

Interest Arbitration  
Collective Bargaining Agreement  
Calendar Years 1983-1984  
Supplement to Opinion and Award  
Issued June 24, 1985  
PERB Case IA83-48; M83-534

I. INTRODUCTION

The parties to this proceeding are the City of Saratoga Springs Firefighters Union, Local 343 (hereinafter referred to as the "Union," the "Employees," or the "Firefighters") and the City of Saratoga Springs, New York (hereinafter referred to as the "City," or the "Employer").

This document supplements an Opinion and Award rendered in the above-captioned matter on June 24, 1985. The parties, having encountered disagreements in the implementation of the Interest Panel's Award jointly petitioned the Panel to reconvene and review said differences to resolve the impediments. The parties jointly agree to incorporate the findings herein into the original Opinion and Award. Accordingly, the Panel conducted a hearing in the Council Chambers of the Saratoga City Hall on September 22, 1986, before the Chairperson and Mr. Joseph T. Kelly, the Employer Panel Member. The Union

waived its right to Panel representation at the hearing. The Union had filed, on July 28, 1986, a written summary of its position with all three Panel members and the full Panel participated in the single executive session devoted to this matter on December 8, 1986.

## II. OPINION

### 1. Medical Insurance Benefits - Article IX-2

The Employer has proposed adding a provision stating, "The City shall be free to select or change carriers so long as the benefit package is not impaired." The Union maintains the Employer did not previously enjoy that right as a contractual matter and did not petition for such a revision. Union Counsel asserts it would be improper for the Panel to extend the Employer's rights where such relief had not been requested by the potential beneficiary.

In reviewing its deliberations, the Panel concurs in the delineation of its intent which was:

1. To preserve the benefit schedule.
2. Deny the Union petition for a contractual provision naming a specific carrier in the agreement.

In arriving at its Award, the Panel observed that the Employer was not contractually obligated to place coverage with any specific carrier and the intent of its Award was to preserve that status without denying the Union its entitlements vis-a-vis the Public Employment Relations Board. This objective can be achieved by deleting the

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contractual language of Article IX, Paragraph 2, of the prior agreement and substituting the following:

"IX-2. The City, at its own expense, shall continue to provide existing hospitalization and major medical coverage for each department member and his or her family. The City shall also pay the cost of the aforementioned insurance plan for all retirees, their spouse and minor children."

2. Call-back Pay - Article VII-c

The areas in question relate to the employee's option, subject to specified limitations, to utilize compensatory time off in lieu of cash compensation for call-back time and whether the language awarded by the Panel is not susceptible to a misinterpretation which would provide straight time, rather than time-and-one-half compensation for the awarded minimum call-back time of two (2) hours.

No issue relating to a change in established practice respecting the alternatives between cash pay and compensatory time off were before the Panel. The Panel did not consider such matters and did not attempt to alter past practice relating thereto. The language of the Award was transferred from the prior agreement but modified to provide time-and-one-half pay where straight time had formerly been in effect - and to reduce minimum call-back credit to two hours. In reviewing at this juncture, we detected an inadvertent error in the second paragraph of the awarded language which states, in part:

"Firefighters who are called back to work and who report for such work when off duty shall be given at least two (2) hours pay at his regular rate, ..."

---

This language should be corrected to read:

"...at least two (2) hours pay at his regular overtime rate, ..."

3. Emergency Medical Technician Training - Article IX-5

The Union had petitioned for mandatory approval of Emergency Medical Technician training. The Panel denied its petition but expressed certain opinions which had been considered in arriving at its conclusion. The Union is here seeking to give effect to these opinions by incorporating its perception of the implications thereof in the form of modifications to Article XI-3, Optional Courses, about which no question was before the Panel. The Award merely denies the Union petition and does not provide for modifications in unrelated clauses. The Panel, therefore, supports the City's opposition to the Union's proposed addition to Article XI-3.

4. Clothing Allowance - Article VIII-d

The parties are in essential agreement on this issue but have been unable to concur about proper specificity and the proper scope of inclusion in the body of the agreement as opposed to the Appendices. The Panel believes the positions of both parties will be honored by (1) deleting Appendix A and (2) by further modifying the language of Article VII-e as set forth in the Award. The portion of the language with which we are concerned appears in the Award stating as follows:

"...A newly appointed member of the Department shall be provided with a locker and a new mattress, and shall be fully equipped with all necessary uniforms and other equipment as stipulated in Appendix A, appended hereto, at the expense of the City."

---

The revised language should read:

"...A newly appointed member of the Fire Department shall be provided with a locker and a new mattress, and shall be fully equipped with all necessary uniforms and other equipment of proper fit and style at the expense of the City."

5. Exchange of Proposals - Article XIII-10

The Union contests the language proposed by the Employer in that it presumes the Union will submit Notice of Intent to Reopen and proposed dates for meetings. The Employer is not seeking the option to become the moving party and the language it proposes accurately reflects this position. We think it would be incongruous and of questionable validity for the panel to thrust upon the Employer an extension of its options which it has not sought. With the exception of two editorial corrections, we support inclusion of the Employer's proposed language. The corrected clause states as follows:

"XIII-9. On or before August 1 of the year of the expiration date of this agreement, the Union shall notify by certified mail to the Commissioner of Public Safety its intent to reopen or renegotiate the agreement. Said notification should provide the list of dates on which the Union will be available for meetings between September 1 and September 15. Immediately following, the parties shall set meeting dates and shall be obligated to exchange written proposals at the first meeting and thereafter will continue to negotiate until agreement is reached or an impasse declared. The parties agree to utilize the facilities of the Public Employment Relations Board whenever necessary to assist them in arriving at a mutually satisfactory agreement; however, if the parties do not agree upon the terms of a new contract before the end of the period set forth in Section 209-1 of the Civil Service Law, all unresolved issues shall be submitted for final determination as provided for in Section 209-4 of said statute."

---

### III. AWARD

#### 1. Medical Insurance Benefits - Article IX-2

Article IX, Paragraph 2, of the expiring agreement shall be deleted and replaced with the following:

"Article IX-2: The City, at its own expense shall continue to provide existing hospitalization and major medical coverage for each department member and his or her family. The City shall also pay the cost of the aforementioned insurance plan for all retirees, their spouse and minor children."

#### 2. Call-back Pay - Article VII-c

The language of Article VII-c, appearing in the Award issued June 24, 1985 (pages 29 and 30), shall be adopted except that the second paragraph thereof shall read as follows:

"Firefighters who are called back to work and who report for such work when off duty shall be given at least two (2) hours pay at his regular overtime rate, or pay in lieu thereof, for each such call-back. Firefighters called back for work under this section shall be considered to be on duty the entire two (2) hour pay period, even if released from the firehouse, and they shall not be paid for additional call-back time if again recalled and released during the initial two (2) hour period. Provided that on an additional call-back in which the Firefighters work over the two (2) hour initial call-back period, the Firefighter shall be paid an additional two (2) hours call-back time and he shall be considered to be on duty for another two (2) hour period even if released from the firehouse. Call-back to duty shall mean not only a recall to active duty within the Department, but a requirement of the Firefighter to appear to give testimony before a Grand Jury, any recognized court, or any recognized departmental or agency hearing which may compel his attendance either by subpoena or by direction of his superior officer in any matter in which he may be involved because of his official status as an employee of Saratoga Springs."

3. Emergency Medical Technician Training - Article IX-5

The Union's petition respecting Article IX-5 has been denied and no contractual language changes in Article IX-5, or elsewhere in the agreement, are appropriate.

4. Clothing Allowance - Article VII-d

Appendix A referred to in the Award of June 24, 1985 (page 23), shall be deleted in its entirety, and the first paragraph of the Clothing Allowance clause shall be modified to state as follows:

"Clothing Allowance. Every Firefighter shall be given a maximum allowance for clothing in the sum of two hundred dollars, (\$200.00) per annum, which allowance shall be paid upon filing of appropriate voucher claim forms. A newly appointed member of the Fire Department shall be provided with a locker and a new mattress, and shall be fully equipped with all necessary uniforms and other equipment of proper fit and style at the expense of the City. Said clothing allowance shall be pro-rated based upon the number of months, or major fractions thereof, that a new person was in service in his first calendar year on staff. The City will replace, at its expense, all clothing and equipment damaged, lost or destroyed in the course of duty, excluding normal wear and tear.

In addition to the foregoing, the City will supply each Firefighter on staff with a Nomex Turnout Coat (or equivalent) on an "as needed" basis, and will also provide dress uniforms for each Firefighter presently on staff, without cost to him, if he is required to wear such uniform by his superior officers, and does not presently have a proper one available."

5. Exchange of Proposals - Article XIII-10  
(Renumbered to XIII-9, Renewal Agreement)

Article XIII-9 shall state as follows:

"XIII-9. On or before August 1 of the year of

the expiration date of this agreement, the Union shall notify by certified mail to the Commissioner of Public Safety its intent to reopen or renegotiate the agreement. Said notification should provide the list of dates on which the Union will be available for meetings between September 1 and September 15. Immediately following, the parties shall set meeting dates and shall be obligated to exchange written proposals at the first meeting and thereafter will continue to negotiate until agreement is reached or an impasse declared. The parties agree to utilize the facilities of the Public Employment Relations Board whenever necessary to assist them in arriving at a mutually satisfactory agreement; however, if the parties do not agree upon the terms of a new contract before the end of the period set forth in Section 209-1 of the Civil Service Law, all unresolved issues shall be submitted for final determination as provided for in Section 209-4 of said statute."

Respectfully submitted,

*Sumner Shapiro*  
Sumner Shapiro,  
Chairman and Public Member  
Date: Jan 12, 87

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

Sworn to before me this 12th day  
of January, 1987.  
*Eleanor C. Ablett*  
Notary Public

**ELEANOR C. ABLETT**  
Notary Public, State of New York  
Qualified in Albany County  
No. 4867320  
Commission Expires Aug 18, 1988

CONCURRING:

*Frank N. Grasso*  
Frank N. Grasso, Esq.  
Employee Organization Designated  
Member  
Date: \_\_\_\_\_

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

Sworn to before me this \_\_\_ day  
of \_\_\_\_\_, 19\_\_.  
\_\_\_\_\_  
Notary Public

CONCURRING:

*Joseph T. Kelly*  
Joseph T. Kelly  
Employer-designated Member  
Date: 1/8/87

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

Sworn to before me this \_\_\_ day  
of \_\_\_\_\_, 19\_\_.  
\_\_\_\_\_  
Notary Public