

CA-0021; 1175-16

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PUBLIC EMPLOYMENT RELATIONS BOARD--ADMINISTRATOR

NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD RECEIVED

In the Matter of the Dispute Between *
*
The Village of Canton, New York *
*
-and- *
*
The Canton Police Department Ass'n *

Case No.: ~~CA-0021; 1175-16~~
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CONCILIATION

Before a Tripartite Public Arbitration Panel:

Rev. Max Coats, appointed by the Police Department Association
Mr. Morgan F. Anderson, appointed by the Village
Mr. Rodney E. Dennis, public panel member and chairman

Appearances:

For the Village

Mr. Charles A. Carvel

For the Police Department Association

Sergeant Ronald A. Houle

Pursuant to Section 209.4 of the Civil Service Law of the State of New York the aforementioned panel was selected through the procedures outlined in that law to hear and decide on the contract dispute that exists between the Village of Canton and the Canton Police Department Association. Arguments from both sides were presented to the panel on the following issues:

- 1. Salaries
- 2. Longevity pay
- 3. Health insurance premiums
- 4. Vacation days
- 5. Holidays
- 6. Retirement benefits

BACKGROUND

The current collective bargaining agreement between the Village of Canton and the Canton Police Department Association expires on May 31, 1975. Negotiations between the Village and the Police Association for the contract to begin June 1, 1975 began sometime early in January 1975. Sometime in February it became apparent that an impasse existed between the parties and on February 11, 1975 a factfinder was assigned to the dispute by the New York State Public Employment Relations Board. The factfinder attempted to mediate the dispute with no success. A fact-finding report was issued on March 14, 1975. Additional attempts at mediation were made subsequent to issuance of the factfinding report. Some individual items were tentatively agreed to, but since the salary as recommended by the factfinder was not acceptable to the Village, the total report was rejected by them. The Police Association indicated in writing that they would reluctantly accept the factfinding report in an effort to reach agreement. With the rejection of the factfinding report by the Village, the Police Association requested binding arbitration through a public arbitration panel as authorized under Section 205.4 of the Taylor Law. The panel convened a public hearing in the matter on May 20, 1975 at 1:00 p.m. in the Municipal Building in Canton, New York. The hearing was officially closed at 5:00 p.m. on the same day. The public arbitration panel retired to executive session to consider the issues and to again review the requirements of the law and the criteria to be considered when making an award. The panel mindful of these requirements and the arguments presented on each issue made the following awards.

Salary and Longevity Pay

Position of the Parties: the Village: The Village presents the following salary schedule as their proposal. The same proposal was presented at factfinding.

<u>Patrolman</u>		<u>Sergeant</u>	
Start	\$ 8,200	Start	\$10,500
End of 1st year	8,900	End of 1st year	10,800
End of 2nd year	9,200	End of 2nd year	11,100
End of 3rd year	9,500	End of 3rd year	11,400
End of 4th year	9,800		
End of 5th year	10,100		

Longevity Pay: \$300 for each five years of service to a maximum of \$900.

The Village calculated this increase to be an 11.2 percent increase on current salaries.

In support of their position the Village offers the following arguments.

1. The increase is consistent with increases received by police forces in neighboring towns of similar situations. They cite a recent tentative agreement reached in Potsdam, New York, for Patrolmen at 11.4 percent and for Sergeants at 9.9 percent.
2. The Village argues that an offer made by the City of Ogdensburg as a final offer to their police force is almost identical to the offer the Village of Canton made to their police force, and Ogdensburgh is a much larger city than Canton, New York.

3. The police force in Canton has enjoyed sizeable salary increases over the past six years. They average on an individual basis about 10 percent each year. More specifically, the Village of Canton cites last year's pay increase at an average of 13.9 percent per man with the range from a low of 12.9 percent to a high of 17.7 percent.

4. The unemployment rate in St. Lawrence County is above 13 percent.

5. The Village also cites further justification for their position. A survey by PERB of salary increases in selected police departments for 1973-1974 for cities much larger than the Village of Canton shows almost all cities giving raises much smaller than those received by the Canton police.

6. The Village did not argue ability to pay. In fact, a sizeable surplus exists in the Canton Village budget.

Position of the Parties: the Association: The Association presented the following salary schedule as their proposal.

	<u>Patrolman</u>		<u>Sergeant</u>
Minimum	\$ 9,250	Minimum	\$12,250
End of 1st year	9,850	End of 1st year	12,550
End of 2nd year	10,150	End of 2nd year	12,850
End of 3rd year	10,450	End of 3rd year	13,150
End of 4th year	10,750		
End of 5th year	11,050		

Longevity Pay: \$300 for each five years of service to a maximum \$1,200.

They presented the following arguments in support of their salary proposal.

1. Police officers in Canton are underpaid by comparison with police officers in comparable neighboring communities. They present in support of this argument a recently negotiated proposal in Potsdam that lists salaries for patrolmen and sergeants at least \$1,000 more than the salaries offered by the Village of Canton for comparable years of service for police officers in Canton.
2. The Association argues that calculating salary increases on a percentage basis is meaningless in the instant case since the base salaries for police officers in Canton are so much lower than in Potsdam. They are insisting that catch-up to a reasonable salary is the main thrust of their argument.
3. The quality of the police force in Canton is outstanding and the workload per man is excessive and thus comparable pay in all ranks with those in Potsdam is reasonable.
4. The average starting salary of a representative list of Village police forces in the state is \$9,200. This they argue is \$1,000 more than the starting salary offered by the Village of Canton in its final offer.
5. The Village has the ability to pay and should be willing to bring the police force pay up to the amounts requested.

DISCUSSION

The panel discussed the salary issue in some detail especially the aspect of catch-up. It was the feeling of the panel that some

inequities do exist when the Canton police force pay schedule is compared to the Potsdam police force pay schedule and that this specific problem should be dealt with in future negotiations. The arguments covering the quality of the force as well as the undermanning were also impressive to the panel. The panel suggests that the catch-up pay problem as well as the manning problem be addressed in the future. The arguments made by the Association that percentage increases were meaningless and that this point should be ignored in this case were not persuasive. The panel does not perceive how the percentage increase concept can be side stepped. The fact that the recent Potsdam settlement totalled about 11.2 percent on salaries is also important in this case. The panel also supports the arguments made by the Association that some catch-up is equitable.

While the panel supports the concept of catch-up for the Association, they also agree that this catch-up should be bargained between the parties and not awarded by an arbitration panel unless the salaries paid are completely inequitable which is not the situation in this case. If the issue of catch-up is eliminated from the current dispute, the salary offer made by the Village is not unreasonable. It is in line percentage-wise with the agreement in Potsdam and considerably better than many settlements in other jurisdictions in both the public and private sectors of the state. The panel, however, recognizes that the pay schedule for Canton police is somewhat low when compared to Potsdam. With this in mind, the panel has elected to adopt the factfinder's salary recommendation. The salary schedule and longevity schedules to be in force for the contract period June 1, 1975 to May 31, 1976 are the following.

	<u>Patrolman</u>		<u>Sergeant</u>
Start	\$ 8,300	Start	\$10,800
End of 1st year	9,000	End of 1st year	11,100
End of 2nd year	9,300	End of 2nd year	11,400
End of 3rd year	9,600	End of 3rd year	11,700
End of 4th year	9,900		
End of 5th year	10,200		

Longevity Pay: \$300 for each five year period up to a maximum of \$1,200.

Health Insurance Premiums

Position of the Parties: the Village: The Village presented the current rates they pay for police officers' health insurance premiums as proper and should not be changed. They pay 100 percent for the individual policy and 75 percent for the employees' dependents. They argue that the amount the employee pays is only a token \$93.24 per year and that this token contribution should be maintained. The Village also argues that a premium rate increase for the health insurance has already been instituted and they must also pay 90 percent of this increase. A further argument involved the need to pay for all Village employees the same rate they pay for policemen.

Position of the Parties: the Association: The Association requests that the Village pay 100 percent of all health insurance premiums.

In support of this position they make the following arguments.

1. All police departments they are being compared to are receiving 100 percent pay for their health insurance premiums except one which is receiving 90 percent of the dependent coverage.

2. The Village would not have to extend any benefits the police receive in this area to other Village employees. In fact, they voluntarily raised the dependent coverage for some employees from 35 percent to 75 percent but made the police negotiate.

DISCUSSION

The panel feels that both sides have some valid arguments on the health insurance premium issue. Faced with a rate increase and the need to pay 100 percent of all health insurance premiums, the Village could argue with some validity that this is inappropriate at this time. On the other hand, when making comparisons between police departments in the area a case can be made for some rate increase. With the aforementioned points in mind the panel unanimously awards the following.

The health insurance premiums shall be paid by the Village at the following rates: 100 percent for individual employee coverage and 90 percent for employee dependent coverage.

Holidays

Position of the Parties: the Village: No additional holiday to be granted.

Position of the Parties: the Association: The Association requests one additional holiday.

DISCUSSION

No serious arguments were presented by either side on this issue except a statement by the Association that the Village had agreed to one additional holiday during negotiations. The Village, however,

claimed the agreement was in a package offer and when the package was not accepted, the holiday agreement was no longer valid.

The panel feels the commitment by the Village to an additional holiday was accepted by the Association in good faith and that this commitment should be honored. The panel unanimously awards one additional holiday, viz., Easter Sunday.

Retirement Plan

Position of the Parties: the Village: No additional retirement benefits be provided.

Position of the Parties: the Association: The Village provide a benefit that would allow an employee to calculate his retirement on 1/2 his last year's salary rather than 1/2 the average of his last three years as is now the case.

DISCUSSION

Just as on the holiday issue no serious arguments were offered for or against this issue by either side. In fact, the Association at one time during the negotiation agreed to live without this benefit because of its cost to the Village--2.7 percent of payroll. The Village argues that this proposal was dropped and the factfinding report so states. The panel does not feel this benefit is needed at this time and in light of their belief that the issue was dropped by the Association during negotiations makes the following award.

No change in the pension plan shall be made.

Additional Vacation

Position of the Parties: the Village: No additional vacation day to be added to the schedule.

In support of their position they argue that when comparing the vacation schedule enjoyed by the Canton police with the police units in the surrounding area the Canton police schedule is superior in almost every category to all other schedules.

Position of the Parties: the Association: The Association is requesting three additional vacation days for police officers and three additional days for employees with 20 years of service.

In support of their position they make the following argument.

While they recognize that their vacation schedule compares favorably with the surrounding area they do not receive time and one half for overtime work nor do they receive compensatory time off at a rate of time and one half. The additional vacation days they argue would be an equitable adjustment to compensate for not receiving time and one half.

DISCUSSION

The panel feels a discussion of time and one half for overtime worked in the same discussion of additional vacation days is inappropriate. If the issue of time and one half were before the panel it would have been handled and an award made. When this argument is separated from the discussion on vacation days as it should be the evidence weighs heavily in favor of the Village position as it pertains to vacation days. The panel unanimously makes the following award on the vacation issue.

No additional day shall be awarded.

SUMMARY

<u>Issue</u>	<u>Award</u>			
Salary and Longevity Pay	The panel unanimously awards the following:			
	<u>Patrolman</u>		<u>Sergeant</u>	
	Start	\$ 8,300	Start	\$10,800
	End of 1st year	9,000	End of 1st year	11,100
	End of 2nd year	9,300	End of 2nd year	11,400
	End of 3rd year	9,600	End of 3rd year	11,700
	End of 4th year	9,900		
	End of 5th year	10,200		
	<u>Longevity Pay:</u> \$300 for each five years of service to a maximum of \$1,200.			
Health Insurance Premiums	The panel unanimously awards the following:			
	The health insurance premiums shall be paid by the Village at the following rates: 100 percent for individual employee coverage and 90 percent for employee dependent coverage.			
Additional Holiday	The panel unanimously awards the following:			
	One additional holiday, viz., Easter Sunday.			
Retirement Plan	The panel unanimously awards the following:			
	No improvement on the pension plan shall be made.			
Additional Vacation Day	The panel unanimously awards the following:			
	No additional vacation day shall be awarded.			

Respectfully Submitted

Rev. Max Coots
Rev. Max Coots
Employee panel member

Morgan Anderson
Mr. Morgan Anderson
Employer panel member

Rodney E. Dennis
Mr. Rodney E. Dennis
Public panel member and chairman

*Schaca, N.Y.
May 30, 1975*

*Rodney E. Dennis signed before me.
Merle Hayes*

MERLE S. HAYES
NOTARY PUBLIC, STATE OF N. Y.
OFF. #49-6817700
MY COMMISSION EXPIRES MARCH 30, 1976

*Canton, N.Y.
June 5, 1975
Rev. Max Coots & Morgan Anderson
signed before me.*

Carol A. Mouthorp
CAROL A. MOUTHORP, NOTARY PUBLIC
IN THE STATE OF NEW YORK
MY COMMISSION EXPIRES MARCH 30, 1977



FROM

NEW YORK STATE

PUBLIC EMPLOYMENT RELATIONS BOARD

50 WOLF ROAD, ALBANY, NEW YORK 12205

For further information contact:
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FOR RELEASE

IMMEDIATE

An arbitration panel has awarded a salary schedule ranging from \$8,300 to \$10,200 for patrolmen in the Village of Canton (St. Lawrence County), it was announced today (Tuesday, June 10, 1975).

Rodney E. Dennis, of Ithaca, served as the public panel member and chairman of the three man arbitration panel appointed by the State Public Employment Relations Board. Other members included the Rev. Max Coots, representing the Canton Police Department Association, and Morgan Anderson, representing the Village.

The salary schedule awarded by the panel is as follows:

	<u>Patrolman</u>	<u>Sergeant</u>
Start	\$8,300	\$10,800
End of 1st year	9,000	11,100
End of 2nd year	9,300	11,400
End of 3rd year	9,600	11,700
End of 4th year	9,900	
End of 5th year	10,200	

Longevity Pay: \$300 for each five years of service to a maximum of \$1,200.

The panel unanimously awarded the following items:

- o 100% health insurance premiums paid by the Village for the individual employee and 90% for dependent coverage;
- o One additional holiday, viz., Easter Sunday;
- o No improvement in the pension plan;
- o No additional vacation day.

XXX