

NEW YORK STATE
RELATIONS BOARD
RECEIVED

JAN 18 1980

IN THE MATTER OF THE COMPULSORY ARBITRATION

Between the

TOWN OF CHEEKTOWAGA

PERB CASE NO. 1A-96

- and -

CHEEKTOWAGA CAPTAINS & LIEUTENANTS
ASSOCIATION

CONCILIATION

Pursuant to Section 209.4 of the New York Civil Service Law, a Public Arbitration Panel was convened. The Panel consisted of Mr. Thomas N. Rinaldo, Public Member, Christopher Moen, Esq., Employer Panel Member, and Mr. Charles Switalski, Employee Organization Panel Member.

A Hearing was held at the Cheektowaga Town Hall on Friday, May 4th, 1979, at which the parties presented various issues for resolution. An Award was rendered on or about August 8th, 1979.

Certain proposals were not presented to the Panel because they were before the New York State Public Employment Relations Board for a determination on their mandatory or

non-mandatory status. The Panel received no evidence on these issues until PERB made its decision.

The New York State Public Employment Relations Board in a decision dated September 11th, 1979, determined that an out-of-rank proposal was a demand for compensation and is properly a mandatory subject of negotiation. The Town was ordered to negotiate in good faith with the Cheektowaga Captains & Lieutenants Association with respect to the demand in question.

In addition to the out-of-rank proposal, an additional proposal, concerning the payment at retirement for accumulated sick days, was presented to the Panel for their consideration.

After due and proper consideration and in compliance with the statutory criteria, which was amplified in our original Award, the parties hereby make the following additional Award.

AWARD

1 - If the Table Organization established by the Town requires a Captain on a particular shift, and a Captain is not present or will not be present for eight (8) or more hours, the senior available Lieutenant on that shift shall serve as

"Acting Captain" and shall be compensated on an out-of-rank basis as "Acting Captain" for each hour worked.

2 - Retirement Schedule

<u>Accumulated Sick Days</u>	<u>Value</u>
262	25% of 262 full days pay
222	25% of 222 full days pay
182	20% of 182 full days pay
142	20% of 142 full days pay
102	15% of 102 full days pay
62	15% of 62 full days pay

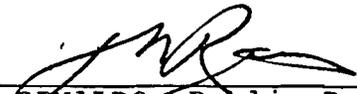
One-half of the value at each step shall be paid to the member, as wages, during his final year of employment.

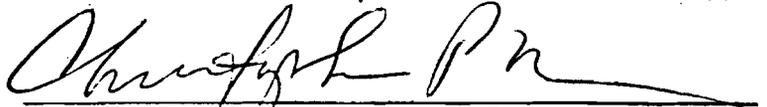
The other one-half of the value shall be held by the Town and applied toward payment of health insurance premiums, after the member's retirement. This half may not be used for any other purpose. When this fund is exhausted, the retired person may continue to maintain his health insurance coverage at the group rate, at his own expense.

This benefit is to be used during the time, immediately following retirement, and a retiree eligible for comparable health insurance coverage, by another employer, without contribution by the retiree, shall not be entitled to this benefit during such time; and the benefit for such employed-time will be waived. Upon loss of non-contributory health insurance coverage, and its accumulated

value, the retiree may return to the group, at his own expense.

3 - Said Award and the benefits which accrue thereof are retroactive to January 1st, 1979.

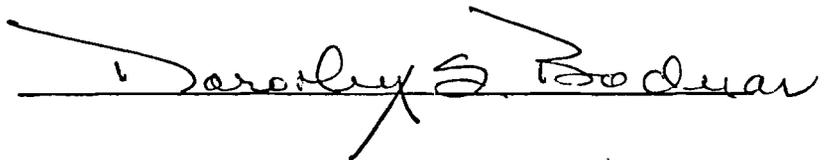

THOMAS N. RINALDO, Public Panel Member


CHRISTOPHER P. MOEN, Employer Panel Member


CHARLES SWITALSKI, Employee Organization Panel Member

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

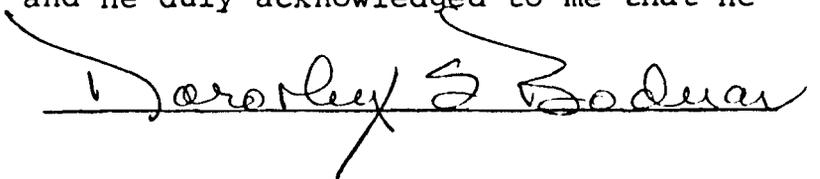
On this 11th day of January, 1980, before me, the subscriber, personally appeared THOMAS N. RINALDO, to me personally known and known to me to be the same person described in and who executed the within Award, and he duly acknowledged to me that he executed the same.



DOROTHY S. BODNAR
Notary Public, State of New York
Qualified in Erie County
Commission Expires March 30, 19...80

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

On this 11th day of January, 1980, before me, the subscriber, personally appeared CHRISTOPHER P. MOEN, to me personally known and known to me to be the same person described in and who executed the within Award, and he duly acknowledged to me that he executed the same.



DOROTHY S. BODNAR
Notary Public, State of New York
Qualified in Erie County
Commission Expires March 30, 19...80

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

On this 11th day of January, 1980, before me, the subscriber, personally appeared CHARLES SWITALSKI, to me personally known and known to me to be the same person described in and who executed the within Award, and he duly acknowledged to me that he executed the same.

A handwritten signature in cursive script that reads "Dorothy S. Bodnar". The signature is written over a horizontal line.

DOROTHY S. BODNAR
Notary Public, State of New York
Qualified in Erie County
my Commission Expires March 30, 1980



NEW YORK STATE EMPLOYMENT
RELATIONS BOARD
RECEIVED
AUG 10 1979

CONCILIATION

IN THE MATTER OF THE COMPULSORY ARBITRATION BETWEEN:

TOWN OF CHEEKTOWAGA

- and -

CHEEKTOWAGA CAPTAINS AND LIEUTENANTS
ASSOCIATION

PERB CASE NUMBER: 1A-96

Pursuant to Section 209.4 of the New York Civil Service Law, a public arbitration panel was designated for the purpose of making a just and reasonable determination of the above parties' dispute. The panel consisted of Mr. Thomas N. Rinaldo, Public Panel Member, Christopher Moen, Esq., Employer Panel Member and Charles Switalski, Employee Organization Panel Member.

A Hearing was held at the Cheektowaga Town Hall on Friday, May 4th, 1979. Appearing on behalf of the Town was Timothy J. Kane, Esq. and on behalf of the Association, Nicholas J. Sargent, Esq.

The parties were provided ample opportunity to offer evidence and argument, call witnesses and conduct examination and cross-examination. The proceedings were transcribed. Post-hearing briefs were submitted by the parties.

The panel met in executive session to consider the evidence and exhibits presented against the standards set forth in the Civil Service Law.

Certain proposals in the petition to convene a panel are presently before the New York State Public Employment Relations Board for a determination on their mandatory status. No evidence will be accepted on these issues until the Board has made their decision.

The following proposals are properly before the undersigned designated panel for their consideration:

- 1 - Section 5.01, Salaries
- 2 - Section 6.01, Longevity Pay
- 3 - Section 9.01, Recognized Holidays
- 4 - Section 10.01, Vacation Allowance
- 5 - Section 12.01, Personal Leave
- 6 - Section 12.02, Unused Personal Leave

The Cheektowaga Captains and Lieutenants Association is the bargaining agent for seven (7) Captains and fourteen (14) Lieutenants. The parties have been unsuccessfully negotiating a contract to succeed a two-year agreement which expired December 31st, 1978 and which was the subject of an interest arbitration panel award.

PROPOSALS AND EVALUATION

1. Salary. The Association has petitioned for an across-the-board wage increase of 7 percent in 1979 and a cost of living addition to salary for 1980. The Town has not argued their inability to pay but, rather, speaks to the public interest and welfare concerns in financing an excessive salary package. Of particular concern to the Town is that the public is made fully aware of the cost of any salary adjustment including additional benefits resulting in added cost.

The Association relies heavily on comparisons with the Towns of Amherst and Tonawanda as bordering communities. Cheektowaga has twenty-one (21) Captains and Lieutenants while Amherst has twenty (20) and Tonawanda twenty-five (25). The population of Cheektowaga (113,844) exceeds Amherst (93,929) and Tonawanda (107,282). Cheektowaga also has a greater number of crimes than Amherst or Tonawanda. The increased

population and crime is handled by the same or lower number of Captains and Lieutenants. Therefore, it is argued by the Association, the salaries should be substantially similar. In fact they are not, as demonstrated by the following schedule:

	<u>Cheektowaga</u>	<u>Amherst</u>	<u>Tonawanda</u>
1. Salary (Capt.)	\$20,631	\$21,746	\$22,288
(Lt.)	\$18,773	\$18,688	\$20,262
2. Briefing-Time (Capt.)	- 0 -	\$ 1,000	4 on-2 off
(Lt.)	- 0 -	\$ 900	tour of duty
3. Administrative Allowance	\$ 200	- 0 -	- 0 -
4. Longevity (20 years)	\$ 600	\$ 650	\$ 700
5. Education Incentive (Capt.)	- 0 -	\$750 (B.A.)	- 0 -
(Lt.)		\$700	

The Association readily points out that an Amherst Captain earns \$2,715 more in salary than a Cheektowaga Captain. Why, it is asked by the Association should such a difference exist? The Town argues that the Town of Cheektowaga consists of a highly ethnic community who reside in relatively modest homes or apartments. Both Amherst and Tonawanda have collected more in tax revenues than Cheektowaga. The Town points out that, historically, Amherst and

Tonawanda have high paying police forces.

The Association offered additional evidence of other communities: Suffolk, Nassau, Greece, and Irondequoit, to demonstrate their salary disparity. The panel, in accordance with the criteria in the statute, disregarded these comparisons because they were not comparable communities.

Following the Statutory criteria, evidence by both parties were introduced to compare and discuss wage settlements in the private sector. The exhibits and evidence presented was carefully reviewed and considered. Generally, wages in the private sector have exceeded seven percent with many contracts containing cost of living adjustments to keep pace with inflation. The panel recognizes that public employees are competing for the same goods and services as private sector employees. Public employees have to face the same increasing costs as their counterparts in private industry.

The panel is aware of the toll that increasing prices have had on past negotiated salaries and current wages. Buffalo Area Consumer prices, as reported by the U.S. Department of Labor, April 1979, increased sharply. From December 1978 to February 1979, prices rose 1.7 percent. Since February 1978, Buffalo consumer prices were up 8.3 percent, almost one and one-half times the 5.6 percent increase in the previous year and the largest

annual rise since May of 1975. The consumer price index in the Buffalo metropolitan area rose 9.3 percent in the year ending in April more than double the previous year's rise of 4.6 percent and the sharpest annual increase in more than four years. The consumer index in Erie and Niagara Counties which comprise the Buffalo metropolitan area rose 1.8 percent in the quarter ending April 30th, 1979. One can hardly pick up a newspaper or listen to a news report without hearing about sharp rises in food, shelter and private transportation.

Employees, whether public or private, painfully face greater demands on their existing budgets to meet increasing prices.

The Association has for the past four years enjoyed salary increases totalling 30.1 percent (1975 - 10 percent; 1976 - 7 percent; 1977 - 6.6 percent; 1978 - 6.5 percent). Comparing this to the consumer price index for a twelve-month period November to November of 34.3 percent (1975 - 11.9 percent; 1976 - 6.9 percent; 1977 - 6.5 percent; and 1978 - 9 percent), police personnel have not kept pace with price increases.

The work demands according to Captain Henry Kempski, who is in charge of administration and records, has increased drastically since 1975. In the first quarter of 1979 alone,

citizen complaint calls increased 12 percent. The number of Captains and Lieutenants decreased from 29 to the present 21. This decrease in part is due to a more efficiently run department.

CONCLUSIONS ON SALARY

The panel has carefully reviewed the evidence and arguments presented taking into consideration all of the statutory criteria set forth in Section 209 of the Civil Service Law. In comparing salaries with comparable communities, Amherst and Tonawanda, the Association's salaries fall slightly behind. Of importance is a recent public panel award for the Town of Amherst granting salary increases of 7 percent for 1979 and 7 percent for 1980.

The panel is of the opinion that the Association personnel should receive a salary increase of 7 percent for 1979 and 7.25 percent for 1980. This wage increase is just and reasonable considering the salaries of other comparable police departments, private industry, the nature of work and the present and projected increases in cost of living. A cost of living allowance requested by the Association for 1980 is hereby rejected because it is not comparable, at this time, with the public welfare.

The panel has, in agreeing to this salary adjustment for 1979 and 1980, been mindful of the President's wage and price

guidelines. It is the panels' opinion that this settlement is not offensive to the guidelines or the public welfare.

A salary adjustment of 7 percent for 1979 and 7.25 percent for 1980 is within the Town's ability to pay. Inability to pay has not been seriously argued provided a reasonable salary award is granted. This award is comparable with the Town's available financial resources. In arriving at our determination, the panel has concerned themselves with the physical, mental and educational qualifications required for engaging in police work.

ISSUE - Captains' Reallocation

The Captains have asked for \$500 per year additional salary increase to bring them more in line with other Captains. This disparity was dealt with by the prior arbitration panel. At that time it was determined that Captains were \$894 below average. The Town has adopted the same procedure and submitted the following schedule showing a disparity of \$382 or \$182 with the \$200 duty pay added:

1978 SALARY COMPARISON

<u>Town</u>	<u>Captains</u>	<u>Lieutenants</u>
Amherst	\$21,746	\$18,688
Tonawanda	21,227	19,297
West Seneca	20,446	18,863
Cheektowaga	20,631	18,773
Town Average	21,013	18,905
Cheektowaga Variance from Average	(382)	(132)
With 200 ADM Duty Pay	(182)	+68

It is the panel's opinion, Captains should be upgraded. We hereby award \$100 for 1979 payable with retroactive salary benefits and \$100 for 1980 payable January 1st, 1980.

ISSUE - Longevity Pay Increase

The Association requests additional longevity benefits pointing out that Cheektowaga falls behind Amherst and Tonawanda. Under the present contract, after twenty years an Association member receives a longevity payment of \$600 whereas his counterpart in Amherst and Tonawanda receives \$650, with the latter receiving an additional \$50 commencing in 1980. The Association lists three reasons justifying their increase in longevity payments:

(a) To recognize the employee's expertise, advancement and ability;

(b) Recognition of the employee's commitment and loyalty through long years of service; and

(c) The payments equate to an extra incentive that is most common in private sector.

The Town argues that longevity is merely another salary increase and requests the panel to award any salary as an adjustment to base and not in other benefits.

It is the panels' opinion that no increase in longevity should be granted for the 1979 year and a modest \$50 per year with a reduction of the maximum step from twenty years to eighteen years be granted in 1980.

ISSUE - Medical Insurance

The Town agreed that the Union's proposal should be incorporated in the Panels' award.

Proposals regarding Section 9.01 Recognized Holiday, 10.01 Vacation Allowance, 12.01 Personal Leave and Unused Personal Leave

The Association's proposals for increased holidays, vacations, personal leave and sell back of all unused personal leave are merely increased benefits which result in additional cost to the Town. It is unnecessary to discuss the substance of the proposal because the panel has determined that the Town should not be burdened with additional salary adjustments. Any additional benefits would increase the cost to the Town and strain the reasonableness of

this award. These additional requested benefits are not out of line and, therefore, do not require re-adjustment in the present contract.

AWARD

1 - It is directed that the salaries be increased 7 percent retroactive to January 1st, 1979.

2 - It is directed that the salaries be increased 7.25 percent on January 1st, 1980.

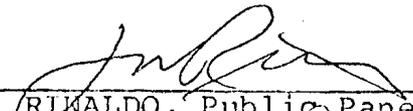
3 - The Town will provide, without cost to the members the \$100 deductible Blue Cross/Blue Shield Major Medical Insurance with limits of \$250,000 coverage. The Town agrees to continue the Blue Cross/Blue Shield One (\$1.00) Dollar Co-pay Drug Prescription Plan.

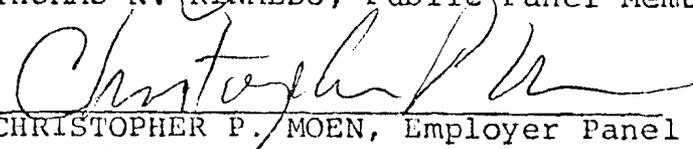
4 - Longevity

For the year 1980, each step on the longevity schedule is to be increased \$50 and the last step of twenty years shall be changed to eighteen years so that the Town longevity increment payments for 1980 shall be as follows:

After 8 years of service	\$150
After 12 years of service	300
After 15 years of service	550
After 18 years of service	650

5 - Captains are hereby awarded an additional \$100 for 1979 payable with retroactive salary benefits and \$100 for 1980 payable January 1st, 1980.

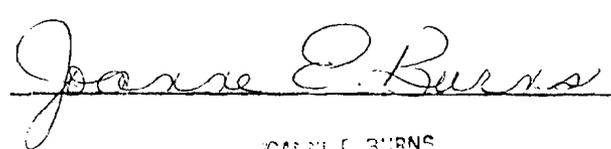

THOMAS N. RINALDO, Public Panel Member


CHRISTOPHER P. MOEN, Employer Panel Member


CHARLES SWITALSKI, Employee Organization Panel Member

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

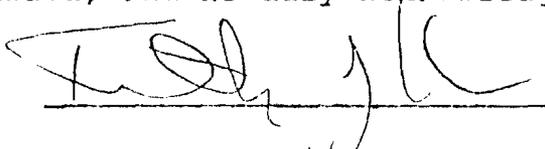
On this 8th day of August, 1979, before me, the subscriber, personally appeared THOMAS N. RINALDO, to me personally known and known to me to be the same person described in and who executed the within Award, and he duly acknowledged to me that he executed the same.



JOANNE E. BURNS
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1981

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

On this 31 day of July, 1979, before me, the subscriber, personally appeared CHRISTOPHER P. MOEN, to me personally known and known to me to be the same person described in and who executed the within Award, and he duly acknowledged to me that he executed the same.



THOMAS J. LAVINE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1981

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

On this 21st day of July, 1979, before me, the subscriber, personally appeared, CHARLES SWITALSKI, to me personally known and known to me to be the same person described in and who executed the within Award, and he duly acknowledged to me that he executed the same.

Richard J. Siefert

Notary Public in and for the State of New York
Qualified in the County of Erie
My Commission Expires March 21, 1981

