

STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

CASE NO: M79-5;  
IA-136

JAN 21 1980

CONCILIATION

\* \* \* \* \*

In the Matter of Arbitration

-between-

LACKAWANNA POLICE  
BENEVOLENT ASSOCIATION

-and-

CITY OF LACKAWANNA

\* \* \* \* \*

AWARD OF ARBITRATION PANEL

Pursuant to the provisions of the Civil Service Law, Section 209.4, Erwin Kelley, Chairman of the Public Employment Relations Board designated the following individuals on October 11, 1979 to serve as a Public Arbitration Panel in this proceeding:

Samuel Cugalj, Public Panel Member and Chairman  
Joseph A. Collins, Esq., Employee Organization Panel Member  
Kenneth J. Herman, Employer Panel Member

The Panel was charged by Section 209.4 to observe the following statutory requirements:

"(v) The public arbitration panel shall make a just and reasonable determination of the matters in

dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

- a. Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;
- b. The interests and welfare of the public and the financial ability of the public employer to pay;
- c. Comparison of peculiarities in regard to other trades or professions, including specifically,  
(1) hazards of employment; (2) physical qualifications; (3) educational qualifications;  
(4) mental qualifications; (5) job training and skills;
- d. The terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary,

insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security."

This Arbitration Panel conducted its Hearing in Lackawanna, New York on December 4 and 14, 1979. Both parties, hereafter referred to as "PBA" and "City", were present, and they were afforded full opportunity to present evidence in support of their positions. They filed sixteen (16) PBA and four (4) City exhibits. The parties were given the opportunity to file Post-Hearing Briefs and both declined.

The Panel met in Executive Session on December 14, 1979, and January 3, 1980 to discuss and review the issues. The results of these deliberations by the Panel, having duly heard the allegations and proofs, are contained in the Award below.

AWARD

ISSUE # 1 - WAGES

Effective 1-1-79, each step in the Patrolman and Detective salary schedules will be increased by six percent (6%). All retroactive monies will be payable within thirty (30) days of the date of this award.

Effective 1-1-80, each step in the Patrolman and Detective salary schedule will be increased by eight percent (8%). This change will be implemented and retroactive monies will be payable within forty-five (45) days of the date of this award.

ISSUE # 2 - DENTAL AND LIFE INSURANCE

Both demands by the PBA are denied.

ISSUE # 3 - UNIFORMS

A Committee of four (4), two (2) appointed by the PBA and two (2) by the City (The Panel strongly recommends the Chief of Police and one (1) Councilman), are empowered to make a binding decision on a suitable (safety, warmth, etc.) replacement winter coat, and such cost to be borne by the City. This Committee will reach its decision as soon as possible, so that the winter coats are distributed no later than September 1, 1980.

The PBA's demand for a change in the uniform allowance is denied.

ISSUE # 4 - COMPLIMENT OF MEN

Sufficient manpower appears to be available in the Police Department, but is not efficiently deployed. The City is most strongly urged to hire civilians, at much lower wages, to replace police personnel currently on some Special Assignments, thereby releasing the latter for traditional police field duty. The Panel refers to such Assignments as Statistics, Parking Tags, Complaint Writing and Civil Defense, and possibly in the City Clerk's Office.

ISSUE # 5 - VACATIONS

Effective 1-1-80, if the City can allow more than one (1)

Patrolman per platoon (from this Bargaining Unit) off on vacation at the same time, it will follow Article 14, Section 3 of their Collective Bargaining Agreement wherein "Vacation preference will be awarded on seniority and bids cast".

ISSUE # 6 - LENGTH OF AGREEMENT

Article XXX, Section 1 is hereby changed as follows:

"The duration of this contract shall be from January 1, 1979 and terminate December 31, 1980."

ISSUE # 7 - GRIEVANCE AND ARBITRATION

This original demand was not presented to the Panel; the parties stipulated that they will work the matter out between them.

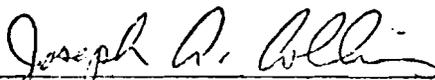
ISSUE # 8 - IMMEDIATE PAY FOR OVERTIME WORK

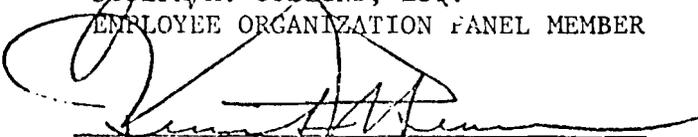
This issue is denied.

ISSUE # 9 - FILLING OF TEMPORARY VACANCIES

This matter was not brought before this Panel and is hereby denied.

  
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SAMUEL CUGALJ, CHAIRMAN  
PUBLIC ARBITRATION PANEL

  
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JOSEPH A. COLLINS, ESQ.  
EMPLOYEE ORGANIZATION PANEL MEMBER

  
\_\_\_\_\_  
KENNETH J. HERMAN,  
EMPLOYER PANEL MEMBER

January 11<sup>th</sup> 1980  
Buffalo, New York

State of New York ss:  
County of Erie

On this 16<sup>th</sup> day of January before me personally appeared Samuel Cugalj, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Karlton A. Nehls

Notary Public, State of New York

My Commission Expires March 30, 1980.

State of New York ss:  
County of Erie

On this 11<sup>th</sup> day of January 1980 before me personally appeared Joseph A. Collins, Esq. to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Joseph Dinardo

JOSEPH DINARDO  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1981

State of New York ss:  
County of Erie

On this 16<sup>th</sup> day of January 1980 before me personally appeared Kenneth J. Herman, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Cynthia L. Provenzo

CYNTHIA L. PROVENZO, #4516514  
Notary Public State of New York  
Qualified in Erie County

My Commission Expires March 30, 1980

LACKAWANNA POLICE BENEVOLENT ASSOCIATION  
AND CITY OF LACKAWANNA CONTRACT ARBITRATION

STATEMENT OF THE CHAIRMAN,  
PUBLIC ARBITRATION PANEL

ISSUE #1 - WAGES

A patrolman on the top (3rd) step at the expiration of their last contract (on 12/31/78) is earning a base salary of \$15,861.93. The City argued that when comparing cities in the general geographical area, PBA members fare better than police salaries in Batavia, Dunkirk, Tonawanda and Jamestown. The PBA points out that all have lower populations than Lackawanna, and are not within reasonable proximity to it. On the other hand, the PBA contends that such comparability is best served by looking in the more immediate area, and when done, PBA salaries do need an adjustment to remain somewhat competitive, e.g., Town of Cheektowaga, Town of Hamburg, Village of Hamburg, etc.

From the economic standpoint, there can be little argument that the relentless cost-of-living escalation is continuing to have an unusually negative effect on PBA member salaries. Unhappily, last month, the neighboring City of Buffalo was identified by the Department of Labor as being "the 7th costliest city" in the country. Being required by statute to limit their hours in any second job does little to help PBA members.

In comparison with other City employees, an earlier firefighter arbitration Panel determined that semi-annual salary increases should be 0%, 3%, 3% and 3% for 1979 and 1980. From that Panel's Dissent, it is claimed that the City may not have had the benefit of \$332,100 received from the State in unearned monies around that time period. Clerical employees settled their wage issue so that they would receive whichever is the greater of the firefighter or PBA salary increases. During the period of these PBA deliberations, the DPW settled for \$300 (1st year) and 7% (2nd year).

Budgetary matters are always interesting phenomena, public or private sector. We're sure that sound, financial management expertise, particularly in the office of the Comptroller, had much to do with the successive surpluses of the City in the past \$288,479.87 (1976), \$460,273.41 (1977), \$306,449.37 (1978), with the Mayor campaigning a month earlier on "another surplus in 1979". Indeed, as of 12/14/79, the experienced Comptroller testified that there was only a 5% - 10% possibility of deficit spending for 1979. The fact that there were accounts overexpended as of the Hearing is not as conclusive a factor as it would have been if the revenue accounts were insufficient during the same time period. The Panel sought revenue account data on 12/14/79 but it was not available; the City did, however, provide the Panel with a complete computer breakdown of the expense accounts.

Testimony indicated that the City applied \$219,157 (of the \$322,100 received from the State) to the overexpended accounts, transferring \$102,943 to the Contingency Account "... to provide for contract negotiations, and for transfers which may be necessary prior to the end of the fiscal year". The able City negotiator remarked that surplus monies, if available, are not automatic justification for salary increases. True, but these unusually difficult inflationary times, coupled with the State's unexpected and unearmarked monies, together with the City's proven money management expertise, all lend themselves to the relatively modest six percent (6%) salary schedule adjustment for 1979. This is estimated to cost \$48,323 for fifty-one (51) bargaining unit members. The second year increase of eight percent (8%) was believed to be a responsible and reasonable increase under the circumstances. This award should continue the professionalism of the PBA, further benefitting the public good and welfare.

The PBA's salary demand is excessive under current conditions, and when the dollar increases are computed, they will realize that they cannot expect to match the cost-of-living increase percentage by percentage. The COL Index is not as precise as some would like to interpret it to be.

The Panel noted from testimony, that the City has not apparently been active in attempting to secure Federal Law

Assistance grants, which could replace monies currently being used for equipment, training and other police related purposes. It is encouraged to look into these possibilities.

ISSUE #2 - DENTAL AND LIFE INSURANCE

The Panel believes that there is no definitive norm in the area that currently places the PBA at a competitive disadvantage with these two (2) demands. The Panel did not perceive these demands as being very high on the PBA's priority list, and they were subsequently denied.

ISSUE #3 - UNIFORMS

The Panel believed that patrolmen were entitled to new winter coats before September 1980, the present ones being five (5) years old, and somewhat bulky for daily police field duty. Patrolmen input into the safety/warmth aspects will maximize coat expenditures. We strongly suggest to the City that Chief of Police, because of his experience, and a Council member represent them on this Committee. The Panel denied any change in the uniform allowance reluctantly, because of other City expenditures in the new coats and wage areas.

ISSUE #4 - COMPLEMENT OF MEN

The Panel ultimately decided that sufficient manpower is available for additional field deployment, but they may not be efficiently utilized. Admittedly, we had great difficulty with this issue in terms whether the Panel should return to an earlier manpower agreement. The Employer Panel representative prevailed in his argument to allow the City the flexibility of moving civilians into Special Assignment positions on its own initiative. During the writing of this AWARD, the City Council and Director of Public Safety announced that four(4) civilians will be hired to replace PBA members in dispatcher and complaint writer Special Assignments. All connected with this decision are to be congratulated for exercising sound management practices. In its AWARD, the Panel also recommended other possible areas of similar replacement could be in Civil Defense, Statistician and City Clerk's office. It is certainly more economical to hire civilians in lieu of patrolmen, and with current budgetary pressures, it's clearly an idea whose time (or need) has arrived.

ISSUE #5 - VACATIONS

The Panel chose not to require the City to allow more than one (1) patrolman per platoon on vacation at the same time, nodding

to management's plea of hardship. However, because of the PBA's allegation that the City does allow this on occasion, the Panel for equity purposes, directs the City to follow the seniority provisions of their Bargaining Agreement when it feels it can allow more than the contract requires.

ISSUE #6 - LENGTH OF AGREEMENT

This issue was another difficult one for the Panel. There was genuine concern by the Panel for the protection of both parties, particularly in these unusual economic times.

The City's interest is best reflected in a two (2) year agreement wherein it knows, with certainty, the cost of running a major department; it also can save monies on the expense of negotiating for 1980 separately.

ISSUE #7 - GRIEVANCE AND ARBITRATION

The parties stipulated at the Hearing that they were able to resolve this demand themselves, thereby requiring no decision from this Panel.

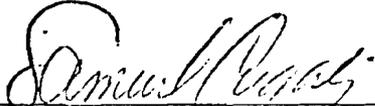
ISSUE #8 - IMMEDIATE PAY FOR OVERTIME

In the Panel's perception of the PBA's priorities, this demand was denied.

ISSUE #9 - FILLING OF TEMPORARY VACANCIES

This issue was not brought before the Panel, and was denied.

January 16, 1980  
Buffalo, New York

  
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SAMUEL CUGALJ, CHAIRMAN  
PUBLIC ARBITRATION PANEL

