
In the Matter of an Impasse between
Village of Albion Police Unit, CSEA

- and -

Village of Albion, New York

Case Number: IA61-11; N81-64

AWARD OF
ARBITRATION
PANEL

For the Union

Thomas M. Pomidoro, Senior Field Representative
Donald E. Lucas, Member
Donald E. Hinman, Member

FOR THE VILLAGE

Daniel E. Geiger, Trustee
Joseph A. Gehl, Trustee

On June 30, 1981 the New York State Public Employment Relations Board, having determined that an impasse still existed in negotiations between the Union and the Village after mediation appointed an interest arbitration panel under the provisions of Section 209.4 of the Civil Service Law. The arbitration panel consisted of Edward B. Stackwith (Employer Panel Member), Russell Coon (Employee Organization Panel Member), and Donald P. Goodman (Public Panel Member and Chairman). The panel conducted a hearing on the matter in Albion, New York on August 13, 1981. At the hearing the parties were afforded full opportunity to introduce evidence, to present testimony and to summon witnesses and engage in their examination and cross examination. Subsequently, the Arbitration Panel met in executive session and renders this Award. In its deliberations the Arbitration Panel considered many factors including the past negotiating history of the parties, past contracts between the parties, a comparison of the wages, hours, and other conditions of employment of the employees involved and other employees in similar services

in comparable political subdivisions and in private employment, the ability to pay of the employer considering the recent loss of a major private employer and taxpayer in the Village, the tax rate of the Village (true), the interests and welfare of the public and other matters the panel deemed relevant. The Panel made an audio recording of the hearing and such recording has been retained by the Public Panel Member and Chairman. Specifically the Panel also considered the educational requirements of the job, the job hazards, the physical and mental requirements and the training and skills required of the employees involved and those similarly situated.

The Panel determined that five issues remained unresolved as follows:

- Retroactivity
- Wages
- Evaluation
- Uniforms
- Overtime

Each of the issues will be discussed individually in this Award.

RETROACTIVITY

The Union proposes that the Award be made retroactive to June 1, 1981.

The Village stated that it had no problem with retroactivity.

The Panel awards that the contract be retroactive to June 1, 1981.

WAGES

The Union proposes the present salary schedule be increased by $9\frac{1}{2}\%$ effective June 1, 1981 and an additional $9\frac{1}{2}\%$ effective June 1, 1982. In support of its proposals the Union produced data on increases in the cost of living over the past years. It also stated that the Villages attempt to reduce the uniform allowance, delete the evaluation program and its offer of a 3% wage increase in effect amounts to a 1% reduction in wages.

The Union states that the Village's assertion that the closing of the Lipton plant will cause a loss of \$90,000 in tax revenues is in error and that the true loss will be no more than \$16,500. The argument that 48% of the property in the Village is tax-exempt is not controlling. Other communities also have tax exempt property including Brockport with 52%. The Lipton closing also affected the taxes of Orleans County yet that County raised employees' salaries by 9%. The Village has lowered the tax rate by 40¢ true valuation. In addition the police force has been reduced by two thus reducing the overall cost of police protection. The C.P.I. has increased by 35% over the past four years while unit salaries have increased by 28.3%. Increases of area police departments have increased more than twice as much monetarily as the Village has proposed. In addition the Village police work a wheel of six days on and two days off which is more than any other surrounding police agency. It should be noted that the starting rate for policemen in the Village is very low in comparison with other police departments. Even stranger is the fact that the Village has settled with other unions of Village employees of more than 6% wage increases.

The Village indicates that it has settled with DPW employees with raises of 40¢ per hour and 50¢ per hour over two years. The Village has only 4800 population with 12% unemployment. The number on fixed incomes is high. Some 48% of the property in the Village is tax exempt and the closing of the Lipton plant has reduced the taxes generated substantially. The period of time in which the police officers reach the top step is shorter in the Village than in other County police departments. The longevity steps are shorter and involve more money than nearby departments. The Village simply has no taxing power whatsoever.

After due consideration the Panel awards a salary increase of 7%

effective June 1, 1981 and an additional 7% effective June 1, 1982.

EVALUATION

The Village has proposed the deletion of the current contract language concerning evaluation of police officers. It states that even though the contract provides for quarterly meetings of the Evaluation Committee it met only once in the past year and further that it has insufficient control over raises given by the Evaluation Committee. It further states that the procedure is used as a device to award un-negotiated raises to police officers and states that at its last meeting the Committee granted two employees 10¢ per hour increases, five employees 25¢ per hour and two employees no increases for a total cost of \$3264.00 for the year. It further states that one of the members of the Unit is actually not a police officer but rather an office clerk and yet she received an increase. A unit member could receive increases of 25¢ four times a year thus increasing his or her annual salary by \$2000.00. Other departments do not have such a system and that under the system the Village could be bled. If personnel want raises let them take and qualify on promotional exams.

The Union states that even though the Union has requested meetings such requests have not resulted in meetings and therefore the Village is in violation of the labor agreement. There is no assurance that the Committee will grant raises. The contract provides that raises under the system may range from 0% to 25¢. The amount granted is not up to the Union and in fact the Union appoints only one of the three members of the Committee therefore control of the Committee rests with the Village. The Union sees little reason for the Union to agree to the elimination of

this contract provision:

The Panel made an exhaustive analysis of the contract language. The Committee is charged with meeting four times per and evaluating each officer and may grant quarterly increases ranging from zero to 25¢ per hour. The Committee may also take away any increase given in the past. The Committee is made up of three members. One is appointed by the Union. Since the Union appoints only one member the effective control of the Committee rests with the Village. If the Village does not exercise that control the Union cannot be faulty. But that ignores certain deficiencies in the system. There is no established criteria for the Committee to use in evaluating officers. Officers could qualify in one quarter and have it taken away in the next. There is no provision for a meeting to actually take place although the Union can request it. The Village states that the Committee met once but that one member was not informed. That is not quite accurate. The Contract calls for a Committee of three people. One appointed by the Union, the Chief of Police sits as a member and the Mayor appoints the third member. The Village trustees attempted to also appoint a member. That person is the one who was not informed nor should he have been as he was not appointed as the Contract requires. The Arbitration Panel awards that four times a year is too frequent to evaluate an officer, that each officer be evaluated once each year on his anniversary date with the police department, that an evaluation instrument be adopted, that the evaluation instrument be prepared by the direct supervisor of the individual officer, that the prepared instrument be discussed with the officer by the supervisor, that the prepared and

filled out instrument be forwarded to the Evaluation Committee for their use and that the instrument then become a permanent part of the officer's personnel folder. The evaluation and consideration by the Evaluation Committee must be accomplished within 30 days of the officer's anniversary date. Once an incentive raise is awarded by the Committee under the evaluation procedures it may not be removed. The Panel awards that the Evaluation Committee be retained as currently constituted, that is one appointed by the Unit and one appointed by the Village with the Chief of Police as the Chairman and third member. The Panel also awards that a new committee be formed to prepare the evaluation instrument. Such Committee will consist of two persons named by the Union, two named by the Mayor and those four name a fifth person who shall serve as Chair. In the event those four cannot or will not name the fifth member and Chair the Chairman of the Arbitration Panel will be contacted by the Mayor and Local Union representative jointly to name the fifth member and Chair. This five person committee shall be named not later than November 1, 1981 and will conclude its work by June 1, 1982. In the interim the current procedure will be retained. Under the new procedure of annual evaluation reviews the maximum amount which may be awarded is \$1.00 annually. The Panel suggests that evaluation instruments and procedures of other police agencies be examined for guidance particularly those of the City of Buffalo, City of Rochester, City of Albany, Monroe County Sheriff, Niagara County Sheriff, and Village of Bath.

OVERTIME

The Union has proposed that employees be paid time and one half for all hours worked or paid for in excess of 40 hours in any one week.

The Union further states that all Village Police Departments in Orleans and Monroe Counties as well as the Orleans County Sheriff's Department and other public employees in public works, fire, clerical and professional employees receive time and one half for all over forty hours per week.

The Village prefers to retain the present situation which does not provide for overtime pay.

The employees in the Bargaining Unit work a wheel of six days on and two days off. In a four week work cycle the employees work two weeks of 48 hours and two weeks of 40 hours. On the average employees work 44 hours per week thus resulting in, on the average, four hours of overtime each work week. The employees may very well feel entitled to overtime pay for all hours over 40 in any one week but the additional costs of this proposal cannot be justified. Once the work wheel is changed, if it ever is, such a proposal might deserve greater consideration. The Panel does award that overtime be paid at the rate of time and one-half for all hours worked or credited exceeding eight hours in any one day.

UNIFORMS

The Village proposes that the current \$500.00 annual clothing allowance per employee per year be reduced to \$250.00. Further the Village proposal requires the employee to present a voucher and invoice before payment will be made and that the amount be up to \$250.00 instead of the current practice of \$500.00 automatically paid in 10 equal installments. The Village provided detailed statistics on uniform allowances and procedures of other police agencies. Of 47 agencies named by the Village none

pay as much as \$500.00 and some as little as \$150.00. Only seven provide allowances for dry cleaning. The Village mentions that the County provides \$225 annually for dry cleaning and has a voucher system for replacement clothing at the discretion of the undersheriff.

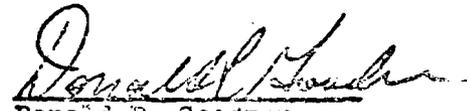
The Union states that the County has not entered into an agreement whereby officers may avail themselves of a Village discount. The Union would prefer to retain the present language but did mention that some jurisdictions furnish uniforms to officers including the nearby community of Brockport.

The Panel has given this issue due consideration as it has the other outstanding issues. It strikes the Panel that there are no established standards in the Village for color, quality, or style of uniforms for Village officers. Presumably an officer could appear in bright yellow poplin, another in purple wool, and still another in bright red satin and all would be in proper uniform. The responsibility rests on the individual policeman to buy the style, color, material, and quality uniform he desires within the \$500.00 annual allowance. If the officer does not need the entire \$500.00 in any given year he or she has a windfall. Simply stated there is no required uniformity in uniforms. The Panel believes substantial savings to the Village are possible with some other arrangement, less effort on the part of officers is possible, no need for officers to travel at their own expense to another city to obtain uniform items, and more uniformity is possible. Accordingly the Panel awards that the present system be abolished. Effective immediately the Village will provide officers with uniforms. The uniforms will remain the property of the Village and when an officer leaves the force the uniform items in his or her possession will be

returned to the Village. The Village is to enter into a contract with a uniform supplier. The Village thus will be able to obtain discounts and the purchase of the uniforms will be tax exempt. The Village will also enter into a contract with a dry cleaning establishment. Individual officers will follow procedures established by the Village for the necessary dry-cleaning of uniform items. Individual officers who believe an item needs replacement will surrender such item to the Village. The Village will then arrange for replacement at no cost to the individual officer. Should the Village believe that the item to be replaced is due to the negligence of the officer it may require the officer to reimburse the Village for the purchase of the damaged clothing. In case of disputes as to whether the damage was due to the negligence of the officer the matter will be subject to the grievance procedure of the collective agreement. The particular uniform items to be furnished by the Village and the quantities thereof are:

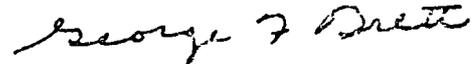
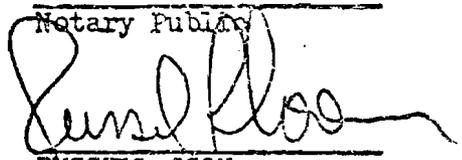
Quantity	Item
1	Five cell flashlight
1	Three cell traffic wand
1	Bulletproof vest
1	Ammunition Case
4	Belt keepers
1	Shirt badge and coat badge
1	Gunbelt
1	Holster
1	Set collar brass
1	Name Tag
1	Wallet case and badge
1	Set handcuffs with case
1	Sidearm
1	Night Stick
50	Rounds ammunition
1	Belt, trouser
1	Pair winter gloves
1	Winter Eskimo Hat

- 1 3/4 length coat
- 1 Leather outerjacket or coat
- 1 Raincoat or slicker
- 1 Winter Hat
- 4 Winter shirts
- 4 Winter trousers
- 1 Winter Jacket
- 4 Summer shirts
- 4 Summer trousers
- 1 Summer Hat
- 1 Summer jacket
- 1 Head cover
- 2 Neckties
- 1 Pair white gloves
- 2 Pair Shoes
- 1 Pair Winter Boots
- 1 Pair rain rubbers

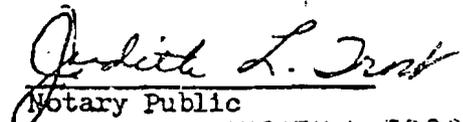
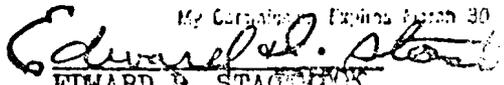

 Donald P. Goodman
 Chairman and Public Member

On this 31st day of August 1981 before me personally came and appeared Donald P. Goodman to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

GEORGE F. BRETT
 Notary Public, State of New York
 Appointed in Niagara County, N. Y.
 Commission expires March 30, 1982

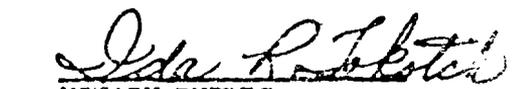

 Notary Public

 RUSSELL COON
 Public Employee Organization
 Panel Member

On this 26th day of August 1981 before me personally came and appeared Russell Coon to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.


 Notary Public
 JUDITH L. FROST
 Notary Public, State of N. Y. Mo.
 My Commission Expires March 30, 1982

 EDWARD B. STACKWICK
 Employer Panel Member

On this 31st day of August 1981 before me personally came and appeared Edward B. Stackwick to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Ida R. Tolosa
 Notary Public - State of New York
 Qualified in Orleans County


 Notary Public