STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Arbitration Between

THE VILLAGE OF SOLVAY, NEW YORK

and

SOLVAY POLICE BENEVOLENT ASSOCIATION

OPINION AND AWARD

PUBLIC EMPLOYMENT RELATIONS BOARD CASE NUMBER: IA81-18; M-81-67

ARBITRATION PANEL: Peter A. Prosper, Jr., Chairman and Public Panel Member

Thomas Rowland
Employer Panel Member

Dr. Garth C. Lax
Employee Organization Panel Member

APPEARANCES: For the Village

Thomas J. Lynch, Esq.
John McKee

For the Association

John E. Ferris, Esq.

INTRODUCTION

This proceeding is an Interest Arbitration instituted and conducted pursuant to the provisions of New York Civil Service Law, Section 209.4. The petitioner is the Solvay Police Benevolent Association (hereinafter referred to as the "Association") and the respondent is the Village of Solvay, New York (hereinafter referred to as the "Village").

The Association petitioned the State of New York Public Employment Relations Board on June 29, 1981, to invoke Interest Arbitration on the basis of its proposals for the renewal of the Labor Relations Agreement for the period June 1, 1981 to May 31, 1983. The respondent answered the allegations and submitted its proposals to the State of New York Public Employment Relations Board on September 1, 1981.

The Arbitration Panel conducted hearings on all items at impasse at the Solvay Village offices on October 28, 1981,

at which time the parties were afforded full opportunity to present all evidence and testimony in support of their respective positions. At the commencement of the hearing the parties stipulated and agreed to waive a stenographic transcription of the proceedings and further agreed to be bound by the notes taken by Panel members and exhibits entered into evidence.

The parties elected to submit post-hearing briefs to be postmarked no later than November 20, 1981, and all briefs were timely filed.

The panel met in executive session on December 2, 1981, and deliberated each of the outstanding issues. The results of these deliberations are contained in the accompanying Award issued by the Arbitration Panel.

In reaching our conclusions, the Panel has been bound by the standards mandated by Section 209.4 of New York Civil Law, with particular emphasis given to comparison of wages, hours, and conditions of employment, the interests and welfare of the public, and the terms of collective agreements negotiated between the parties in the past.

The Village of Solvay maintains a fully paid police department. The current bargaining unit consists of eleven full-time employees.

Prior to the arbitration hearing, the following items were negotiated and agreed upon by the parties:

a. Posting a tentative work schedule ten (10) days before a shift change.

b. Holiday pay payable the first payroll date of November.

c. Funeral leave to include step parents.

d. Uniform allowance increased to $200.00.

The remaining issues, all outstanding, consist of the following:

a. Wages.

b. Dental Insurance Coverage.

c. Personal Leave Days.

d. Shift Pay.

The Panel has reviewed each of the parties' submitted proposals on their individual merits but considered the items on an interrelated basis because they, directly or indirectly, impact upon the finances of the Village.

VILLAGE AND ASSOCIATION POSITIONS ON THE ITEMS AT IMPASSE

Ability To Pay.

The Village did not claim an inability to pay or an impaired ability to pay as a stricture on the improvement of salaries and other economic items. The representative of the Village stated at the hearing that during all phases of the negotiations it never has taken an inability to pay stance, that "[W]e are indeed a sound fiscal Village."

For the record, the Panel finds it necessary to present some data on the fiscal position of the Village.

Solvay's full valuation has grown over time and is presently $78,210, 526; its full valuation per capita is

$11,378. Solvay's allocation of county sales tax receipts is estimated to be $560,700 for 1981. The estimated tax limit for the Village for 1981-82 is estimated to be $1,542, 500, and its actual taxes are $574,000. Its debt limit for 1981-82 is approximately $5,237,000, and its actual debt is $823, 400.

From an examination of all relevant data, it is concluded that the Village of Solvay is in good financial position currently and should remain so in the forseeable future; thus, it is able to make financial concessions, within limits, to its police force with minimal impact upon the taxpayers of the Village.

The Village, while admitting financial ability to pay, argues that it should not be penalized for prudent management of the Village's affairs. The Panel concurs with this view, but believes that all components of the Village should share in both the hardships and the good fortune of economic forces.

Comparability.

The Association and the Village present data comparing the levels and changes in salaries of Solvay police officers with those of other communities. The Village uses as its comparative communities certain towns and villages in Onondaga County, encompassing the following: Geddes, Baldwinsville, Fayetteville, Liverpool and North Syracuse. The bases of selection by the Village are similarity of size of population, geographic area and police force, as well as being located in Onondaga County.

The communities chosen by the Association for comparative purposes are Syracuse (same labor market), Camillus (same labor market), Fayetteville (size of police force and PBA maturity), Clay (experience of police department, suburban town in Onondaga County), Geddes (town in which Solvay is located, and close working relationship of police forces).

Of the five communities chosen by the Village and the five chosen by the Association, only two are common to both sets, Geddes and Fayetteville. The Association chose Syracuse because Solvay is contiguous with Syracuse and is in the same labor market area. The Village rejects

Syracuse because of the differences in size of population, size of police force and differences in environment in which police work. The Association chose Clay because it is roughly equivalent in population to Solvay, is geographically nearby, and it has an experienced police department. The Village rejects Clay because of the size of the police force and of substantial differences in services and area. Camillus was chosen by the Association because of its proximity to Solvay. The Village excludes Camillus because it did not include that town in its comparative survey.

In assessing the comparability of Solvay to other areas, the Association uses seven criteria such as common labor market area, members of police force, maturity of police force, and so forth. These criteria are acceptable indicators of comparability. However, the Association does not compare Solvay with each of its chosen areas on all seven criteria. For example, it chose Syracuse because of a common labor market, yet when comparing communities on the basis of size of police force, Syracuse was not included for that measure. The Panel, understanding the

use of comparables by both parties, include all eight when making comparisons, and in addition, have selected other towns and villages in the state for some purposes. The inclusion of all eight of the previously-named communities follows from the assumption that one of the major factors determining wage rates is a common labor market area. All named communities are in the same labor market.

In making the comparisons it is concluded that the starting and top salaries for police officers of Solvay appear to be slightly above the midrange of those studied, neither near the top nor near the bottom of the range. Other financial fringes have been found to be in the same middle range.

Equitability.

The Association included in the record a lengthy paper prepared by two economists detailing the impact of inflation on real wages of a typical police officer. Included was a discussion of bracket creep, FICA and other deductions and, of course, the erosion of real income if

the rate of inflation is greater than the rate of salary increase.

The Village, on the other hand, presents an article describing the rate of inflation as being upwardly biased, and gives an estimate of the "correct" increase in the cost of living.

The Panel has read and studied these arguments and supportive data, and makes the following comments. The arguments of both parties are well made and cogent. The accuracy of the Association's figures for the erosion of real income is not questioned, but several things must be recognized. First, inflation hurts many people, including taxpayers. For the Village to insulate police officers completely from the ravages of inflation would be to shift the burden to taxpayers who are already affected by inflation in their other financial areas. The Association describes the salary levels necessary to permit police officers to have the same "real" spendable (disposable) income over time. That is, as salaries rise, income tax payments rise at a greater rate because of the progressive

nature of our income tax system. Thus, a salary increase must be substantially greater than the rate of inflation to preserve the same level of living. The Panel knows of no other organization which has presented the inflation issue in quite this way.

The Association, responding to the argument of the Village relative to the pension plan adopted in 1973, states, "when 384-D was negotiated, the Solvay Police officers made considerable salary concessions in order to assuage Solvay's contention that there is no such thing as a free lunch." It is concluded by the Panel that unless the entire negotiated package is examined for each year, the simple salary figure may be very misleading. In the instant example, the record demonstrates that the Association traded one financial benefit (salary increase) for another financial benefit (improvement in pension).

Whether the current method of constructing the Consumer Price Index is upward biased, whether other measures are superior is not of great consequence here. It is safe to state that over the past several years

prices (including incomes) have risen. Since salaries are not adjusted by precise changes in the Consumer Price Index as are some private sector salaries through the cost-of-living adjustment (COLA) in their contract, an imprecise measure that indicates changes (not levels) over time will suffice. This is not to understate the importance of price changes in a consideration of salary changes. The Panel recognizes their (prices) importance as a consideration in the determination of financial adjustments.

THE ISSUES AND THEIR DISPOSITION

The Panel has evaluated each of the four items below on their individual merits consonant with the requirements of New York Civil Law, Section 209.4, and has considered them as a financial whole. The conclusions and the awards below were agreed upon unanimously by the Panel members after a thorough discussion and deliberation.

Dental Insurance.

The Village currently provides a dental plan for its police officers. The Association proposes an upgrading of

the terms of the plan, eliminating Option 1 Dental Coverage and replacing it with Schedule A Basic and Supplemental Basic Dental Coverage.

The Association's specific arguments are that dental costs are rising faster than other costs and this necessitates a higher fee schedule plan. The added annual cost to the Village (cited by the Association) of $1,569.48 is small compared with the benefits received.

The opposition of the Village is that the Association, prior to the hearing, did not specify which improvements it wanted in a dental plan, and therefore could make no informed decision on the proposal.

AWARD

Balancing this proposal with other monetary items, the Panel awards Schedule A Basic and Supplemental Basic Dental Coverage.

Shift Pay.

The Association proposes a shift differential of twenty ($0.20) cents per hour in 1981-82 and an additional fifteen ($0.15) cents per hour in 1982-83. Currently, no shift differential exists. The Village proposes no change.

The major argument of the Association for the differential is that it compensates for the inconvenience of a later shift.

Approximately 22 of 144 police departments in the state have some form of a shift differential, comprising about fifteen percent of the departments. While a low acceptance rate is not sufficient by itself to reject a proposal, the argument of the Association is not persuasive, so

AWARD

the Panel does not recommend the adoption of a shift differential.

Personal Leave.

The Association proposes a change in the contract that would provide for three (3) days personal leave. The Association contends that since police officers must frequently attend court sessions on days off, many find it difficult to schedule personal business during their nonduty time.

The Village, in resisting the proposal, states that the police officers have more "potential" time off than other comparable departments. The potential days off referred to by the Village includes all time off--bereavement leave, vacations and holidays. The Village thus does not speak to the proposal directly.

Examining other contracts of other departments the Panel found personal days to be a common benefit.

AWARD

Two Personal Days are awarded by the Panel, subject to the following constraints:

a. One day Personal Leave is awarded for 1981-82, and the second awarded for 1982-83.

b. Personal Leave is to be charged to sick leave.

c. Except in an emergency, requests for Personal Leave are to be made seven days in advance.

d. Personal Leave days are subject to the approval of the supervisor.

Salary.

The Association proposes a salary increase for patrolmen and sergeants of twelve (12.0) percent for 1981-82, and an additional increase of eleven (11.0) percent for 1982-83.

The Village offers an increase in salary of seven (7.0) percent for 1981-82, and an increase of seven (7.0) percent for 1982-83. The Village argues that its offer will provide comparable total economic benefits as other communities because of the structure of fringe benefits in Solvay compared with those other communities.

All of the major arguments, positions, and support presented by each party have been outlined, discussed and analyzed in a previous section of this document.

AWARD

Salary improvements are awarded as follows:

a. For the contract year 1981-82, the increase in salaries will be nine (9.0) percent.

b. For the contract year 1982-83, the increase in salaries will be nine- and one-half (9 1/2) percent.

Duration.

The Agreement is applicable for the two-year period June 1, 1981 through May 31, 1983. Except for the dental plan improvements, all items awarded, including salary, are to be retroactive to June 1, 1981.

Because of the nature of the dental plan, it is not made retroactive, but shall be adopted as soon as is possible.

The above constitute all items placed before the Arbitration Panel for its evaluation and award.

Except as changed or modified by this AWARD or by negotiations previously conducted by the parties, the terms and conditions of the expired contract shall continue in force and effect over the term of the new agreement.

Peter A. Prosper, Jr.

December 18, 1981
Schenectady, NY

Peter A. Prosper, Jr., Chairman
and Public Member

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) SS:

On this 14th day of January, 1982, before me personally came and appeared PETER A. PROSPER, JR. 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.

Sarah H. Fleming

SARAH H. FLEMING
Notary Public, State of New York
Qualified in Schenectady County
Commission expires March 30, 19.. 82

CONCURRING: Thomas J. Rowland
Thomas J. Rowland, Employer Member

STATE OF NEW YORK)
COUNTY OF Cayuga) SS:

On this 11th day of January, 1982, before me personally came and appeared THOMAS J. ROWLAND to me known and known to me to be the indivudual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Harriet Z. Bills

CONCURRING: Garth C. Lax
Garth C. Lax, Employee Member

STATE OF NEW YORK)
COUNTY OF Onondaga) SS:

On this 23rd day of December 1981, before me personally came and appeared GARTH C. LAX 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.

Marilyn R. Maier

MARILYN R. MAIER
NOTARY PUBLIC IN THE STATE OF NEW YORK
QUALIFIED IN ONON. CO. NO. 4650057
MY COMMISSION EXPIRES MARCH 30, 1983

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In the Matter of the Arbitration Between

THE VILLAGE OF SOLVAY, NEW YORK

and

SOLVAY POLICE BENEVOLENT ASSOCIATION

CLARIFICATION

PERB CASE NO. IA81-18; M81-67

The expired contract contains a sick leave provision on pages 4 and 5 which states, in part:

> "Each member of the Village of Solvay Police Department shall be entitled to one hundred thirty (130) days' sick leave each calendar year...."

According to the Agreement, the one hundred thirty days sick leave is credited to each officer at the beginning of each year.

> "...each member...shall be entitled to the aforesaid One Hundred Thirty (130) days' sick leave each year without the necessity of the same accumulating before each member shall be entitled to utilize the same and the right to such sick leave shall commence for each member of said Department immediately upon the execution of this Agreement and as to each new member of said Department immediately upon his acceptance as a permanent member of said Department."

Further in the contract under Compensation on pages 6 and 7, the following appears:

> "Any member of the Village of Solvay Police Department who is absent from work by reason of illness three days or less during any contract year, shall receive a bonus day off, which day off is to be with pay and on a day which the recipient thereof is to select."

The sentence immediately above is clear Any officer "absent from work by reason of illness" three days or less gets the bonus day. The AWARD states that

the personal days are to be charged to sick leave, that is, each personal day taken reduces sick leave days by one. If two personal days are taken, the officer has one hundred twenty-eight (128) days paid sick leave.

It was not the intent of the Arbitration Panel to alter benefits other than those addressed in the AWARD or to interpret other articles of the contract differently from the past. The clause states the bonus day is to be awarded for three or less days absent from work because of illness. It does not state that the bonus day is to be awarded for three or less days chargeable to sick leave.

The conclusion is that the sick leave clause and the compensation clause remain intact in this respect. The AWARD provides only for two paid personal leave days chargeable to sick leave days.

Peter A. Prosper, Jr.
Arbitrator

STATE OF NEW YORK

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This is to confirm the clarification of March 15, 1982 (see attached) of the Arbitration Award in PERB CASE NO. IA81; M81-67, between the Village of Solvay, New York, and the Solvay Police Benevolent Association.

Peter A. Prosper, Jr., Chairman
and Public Member

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) SS:

On this 25th day of March, 1982, before me personally came and appeared PETER A. PROSPER, JR. 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.

SARAH H. FLEMING
Notary Public, State of New York
Qualified in Schenectady County
Commission expires March 30, 1984

CONCURRING:

Garth C. Lax, Employee Member

STATE OF NEW YORK)
COUNTY OF) SS:

On this 1st day of April, 1982, before me personally came and appeared GARTH C. LAX 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.

PATRICIA A. McVEIGH
Notary Public, State of New York
Qualified in Orange Co. No. 34-4508295
My Commission Expires March 30, 1983

CONCURRING: T J Rowland

Thomas J. Rowland, Employer Member

STATE OF NEW YORK)
COUNTY OF Cayuga) SS:

On this 31st day of March 1982, before me personally came and appeared THOMAS J. ROWLAND 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.

Harriet Z. Bills

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