

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF THE ARBITRATION BETWEEN
THE TOWN OF LANCASTER POLICE BENEVOLENT
ASSOCIATION, ALSO KNOWN AS THE CAYUGA
CLUB,

-and-

THE TOWN OF LANCASTER, NEW YORK

Case No. IA83-14; M82-629

RECEIVED
SEP 03 1983
MEDILATION

Compulsory Interest
Arbitration

Pursuant to the provisions of Section 209.4 of the New York Civil Service Law, a Public Arbitration Panel was designated by the New York State Public Employment Relations Board for the purpose of making a just and reasonable determination of the contract dispute between the Town of Lancaster and the Town of Lancaster Police Benevolent Association.

The following Public Arbitration Panel members were designated:

PUBLIC PANEL MEMBER & CHAIRMAN:

Thomas Rinaldo, Esq.
305 Elmwood Avenue
Buffalo, New York 14222
(716) 884-6733

EMPLOYER PANEL MEMBER:

Richard J. Sherwood, Esq.
25 Central Avenue
Lancaster, New York 14086
(716) 684-5123

EMPLOYEE ORGANIZATION PANEL MEMBER:

Edward Guzdek
10 Manning Road
Amherst, New York 14226
(716) 838-3121

The current Collective Bargaining Agreement, existing between the Parties, effective January 1, 1981, expired on December 31, 1982. Negotiations for a successor agreement began in September of 1982 and several negotiating meetings were conducted, however, an agreement was not concluded.

The Panel met on Tuesday, August 16, 1983, in the Town Hall and determined that the following issues still remained unresolved:

- Section 4.02 -- Uniform Allowance
- Section 6.01 -- Salaries
- Section 6.02 -- Overtime Pay
- Section 6.04 -- Longevity Pay
- Section 10.01 -- Sick Leave
- Section 10.03 -- Sick Leave on Retirement
- Section 11.03 -- Indemnity
- Section 17.03 -- Term of Agreement

This Panel, in arriving at its determination, compared wages, hours and conditions of employment of employees performing similar services; the interest and welfare of the public; the financial ability of the public employer to pay; comparison of peculiarities of the trade and/or profession; and the terms of past collective agreements negotiated by the Parties.

SECTION 4.02
UNIFORMS & EQUIPMENT

The Town and Association have agreed that the present uniform allowance will be increased by the sum of \$25 each six months of a two-year contract. Currently, an officer is paid 50

percent of the uniform allowance in cash and 50 percent by way of a voucher system. The Association has proposed language allowing a police officer to purchase uniforms and equipment from any vendor, provided it complies with the Town's specifications. The Association's concern centers around the limited number of vendors authorized by the Town from which its members are able to purchase uniforms and equipment. For example, shoes were cited as one item of uniform that Association members feel could be purchased from any vendor. The reason cited by the Association for expanding the number of vendors is that competitive purchasing results in reduced cost of merchandise.

The Town has difficulty accepting the Association's language because of a concern that too many vendors would be involved. The Town has, however, agreed to adopt the following language:

"Officers may purchase items of uniforms and equipment from any approved vendor, but the item to be purchased must comply with specifications determined solely by the Department. Said specifications shall include, but not be limited to, brand names and specific models and styles. "

This Panel has considered both arguments and is sympathetic to the Association's concern that the approved number of vendors could be expanded so as to achieve competitive purchasing. While we are understanding of the Association's concerns and generally recommend that the Chief expand the current number of approved vendors, we believe that for this contract

period the Town's language could solve the concerns of the Association. Certainly the Chief should have the right to determine specifications and if he approves a greater number of vendors, competitive purchasing will be accomplished.

AWARD

The Town's language is hereby adopted.

"Officers may purchase items of uniforms and equipment from any approved vendor, but the item to be purchased must comply with specifications determined solely by the Department. Said specifications shall include, but not be limited to, brand names and specific models and styles. "

SECTION 6.02
OVERTIME PAY

The Town and the Association have proposed language to compensate an officer premium pay who is scheduled off in lieu of a holiday, or who is on vacation and who is called in to duty. The Parties are at odds over whether an additional day should be provided in lieu of the day paid at the premium rate. Most of the discussion concerned the current practice of officers called in on a scheduled day off in lieu of a legal holiday rather than vacation.

Inasmuch as the Association was unable to offer any examples of problems regarding vacation time, this panel has limited itself to an award involving an officer who is called in to duty on a scheduled day off in lieu of a holiday.

AWARD

The following language is adopted:

An officer who is scheduled off in lieu of a holiday, and who is called in to duty, shall be paid at the rate of time and one-half and shall be given the time off at a later date unless said officer shall have received one full week prior notice of his being so required to work, then and in that event, the officer shall receive his regular pay according to this agreement and shall receive the scheduled day off at a later time.

SECTION 10.01
SICK LEAVE

The Petitioner, Association, is requesting that officers be allowed to accumulate sick days, to a maximum of 266 days during the year 1983 and that the allowance be increased to 284 days in 1984. Presently, an officer can accumulate 248 days per year. The Town has offered a maximum accumulation to 260 days during the 1983 contract year and 266 days during the 1984 contract year.

AWARD

This Panel adopts the Town's proposal allowing officers to accumulate sick leave in an amount of 260 days for the contract year, 1983 and 266 days for the contract year 1984.

SECTION 10.03
SICK LEAVE ON RETIREMENT

The current contract language allows an officer to be reimbursed 20 percent of his accumulated sick leave at the time of retirement. The Association is requesting an increase to 50 percent from the current 20 percent. The Town proposes that the current contract language of 20 percent remain unchanged.

AWARD

This Panel determined that the current contract language should be amended to increase the payment from 20 percent to 25 percent, effective January 1, 1984.

SECTION 11.03
INDEMNITY

The Association is requesting that the Town agree to indemnify officers, in addition to the provisions of Section 50-J of the General Municipal Law, for claims made pursuant to Section 1983 of the United States Code (Civil Rights). The Town maintains that the current insurance coverage pursuant to the provisions of Section 50-J of the General Municipal Law extends to Civil Rights claims under the United States Code. The Association argues that the proposed language would clarify their indemnification claim.

This Panel believes that the Association's position has merit. Inasmuch as the Town believes that the current insurance coverage extends to cover rights under Section 1983 of the United States Code, the proposed provision will result in no cost to the Town, but will clarify a legitimate concern of the Association and their members.

AWARD

The following language shall be adopted:

The Town agrees to indemnify its officers, in addition to the provisions of Section 50-J of the General Municipal Law, to include claims made pursuant to Sections 1983 et. seq. of the United States Code (Civil Rights).

SECTION 6.04
LONGEVITY PAY

The Association is requesting that the longevity pay provisions be increased by the sum of \$50 beginning January 1, 1983, and that said longevity steps be increased by an additional sum of \$50 beginning January 1, 1984. The Town has agreed to increase longevity \$50 effective January 1, 1984.

This Panel is of the opinion that the proposed longevity increase suggested by the Association is a fair increase in longevity. We, therefore, make the following award.

AWARD

Beginning January 1, 1983, longevity shall be increased by \$50.

Beginning January 1, 1984, an additional \$50 longevity increase shall be granted.

SECTION 6.01
SALARIES

The classifications and basic annual salary schedule for officers, according to the current contract is as follows:

<u>CLASSIFICATIONS</u>	<u>1981</u>	<u>1982</u>
Starting Rate	\$15,246.00	\$16,542.00
Police Officer - First Grade	19,057.00	20,677.00
Lieutenant	21,557.00	23,177.00
Detective-Lieutenant	22,057.00	23,677.00

The Association is requesting an 8 percent salary increase in each year of a two-year agreement and that Desk Lieutenants be paid an additional sum of \$500 and Lieutenants be paid an additional \$250 annually. The Association has offered exhibits, attached hereto as Exhibit #1 and #1A, comparing the Town of Lancaster with the various Towns and Villages in the County of Erie. In addition, the Association has submitted an analysis of salary increases prepared by the New York Public Employment Relations Board and distributed for informational purposes by the Police Conference of New York, Inc. The

Association argues that they are one of the lower paid police departments compared. The Association has offered statistics that the tax base has increased in the Town of Lancaster in sufficient amounts to fund the Association's 8 percent salary increase.

The Town does not argue inability to pay, but rather claims that the Association's proposal of an 8 percent salary increase is unreasonable, offering instead salaries in the amount of \$1,654, across the board, effective January 1, 1983, and \$1,340, across the board, effective January 1, 1984. According to the Town, this costs out at 7.7 percent for 1983 and 6.3 percent for 1984, or for a total wage package of 14 percent. According to the Town, this offer well exceeds the current consumer price index and is consistent with other pay increases in the area. According to the Town, this is a fair and equitable salary increase. Additionally, the Town resists any change in the differentials between officer ranks.

This Panel has studied the attached schedules and is convinced that the Town's total compensation offer of 14 percent is fair when compared to other Town Police salaries within Erie County. It is this Panel's opinion that when the wages, hours and conditions of employment of employees performing similar services is compared; the interest and welfare of public and financial ability of public employer is considered; the peculiarities of the trade analyzed and lastly the Parties' negotiating history that a salary package of 8 percent retroactive to January 1, 1983 and 6 percent beginning January 1, 1984, is fair and equitable and within the ability of the Town to fund.

AWARD

Salary shall be increased 8 percent retroactive to January 1, 1983 and 6 percent effective January 1, 1984, increasing salaries as follows:

SALARY

<u>1982</u>	<u>1983 8% Salary Increase</u>	<u>Salary Effective 1/1/83</u>	<u>1984 6% Salary Increase</u>	<u>Salary Effective 1/1/84</u>
\$16,542.00	\$1,323.00	\$17,865.00	\$1,072.00	\$18,937.00
20,677.00	1,654.00	22,331.00	1,340.00	23,671.00
23,177.00	1,854.00	25,031.00	1,502.00	26,533.00
23,677.00	1,894.00	25,571.00	1,534.00	27,105.00

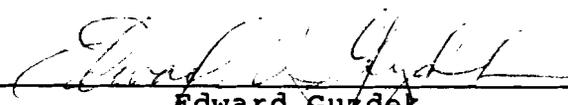
This Panel makes no award changing the current differentials between Lieutenants, Desk Lieutenants and Police Officers.



Thomas N. Rinaldo, Esq.
Public Panel Member & Chairman



Richard J. Sherwood, Esq.
Employer Panel Member



Edward Guzdek
Employee Organization Panel Member

STATE OF NEW YORK)
COUNTY OF ERIE)
SS:

I, THOMAS N. RINALDO, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this Arbitration Award on 8/27/83.

[Handwritten signature of Thomas N. Rinaldo]
THOMAS N. RINALDO, Esq., Arbitrator

STATE OF NEW YORK)
COUNTY OF ERIE)
SS:

I, RICHARD J. SHERWOOD, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this Arbitration Award on 8/30/83.

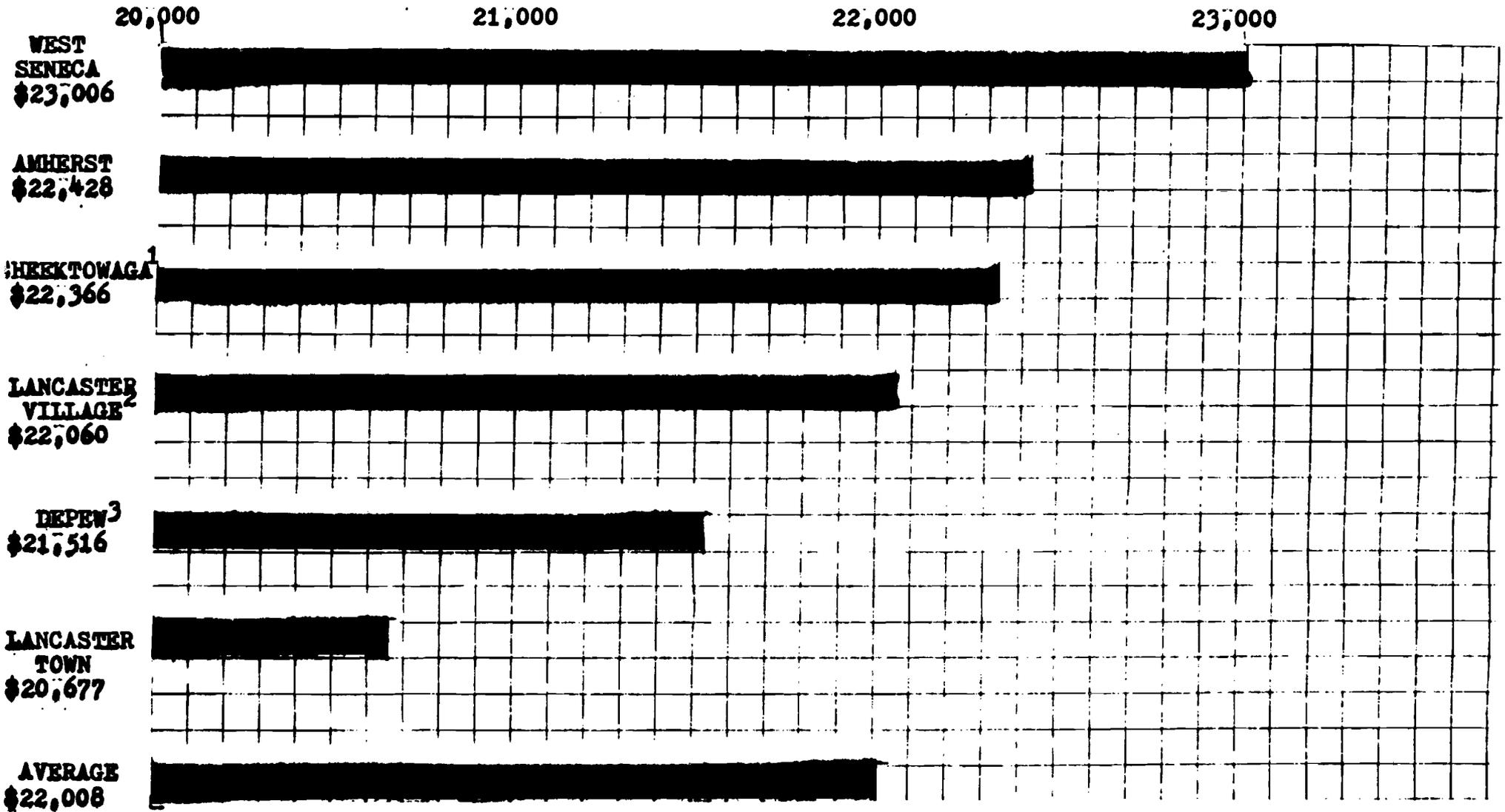
[Handwritten signature of Richard J. Sherwood]
RICHARD J. SHERWOOD, Esq., Arbitrator

STATE OF NEW YORK)
COUNTY OF ERIE)
SS:

I, EDWARD GUZDEK, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this Arbitration Award on 8/30/82.

[Handwritten signature of Edward Guzdek]
EDWARD GUZDEK, Arbitrator

PATROL OFFICER SALARIES 1-1-83

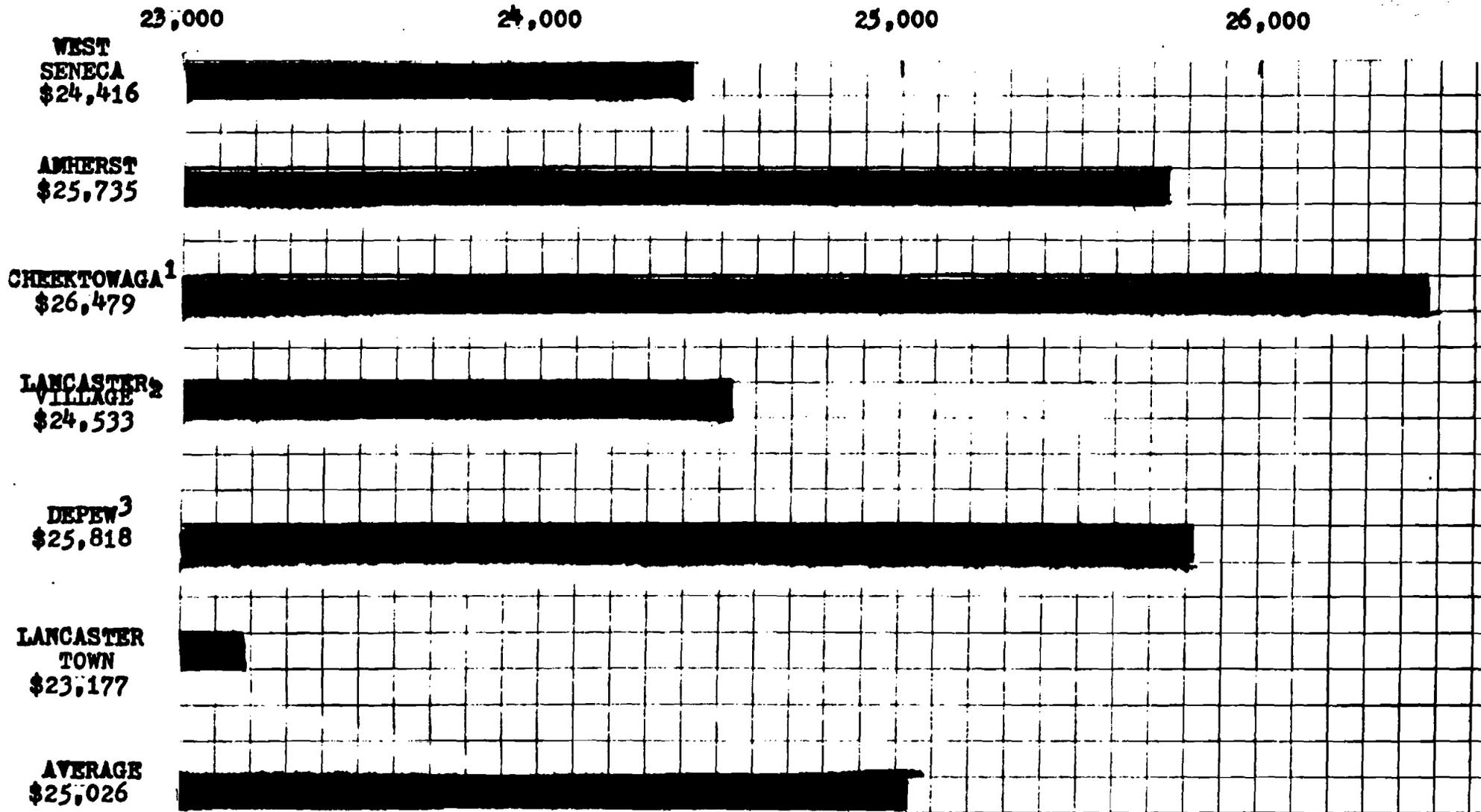


¹Contract unsettled-raise 1-1-83

²Will raise 7-1-83

³Will raise 7-1-83

POLICE - LEUTENANT SALARIES 1-1-83



¹Contract unsettled-raise 1-1-83

²Will raise 7-1-83

³Will raise 7-1-83