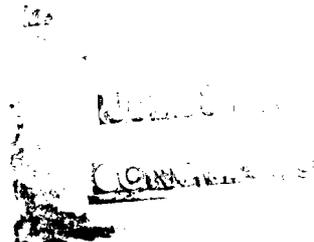


In the Matter of Interest Arbitration between

THE VILLAGE OF LANCASTER POLICE CLUB

and

THE VILLAGE OF LANCASTER, NEW YORK



PERB Case No. 189-14; M88-496

OPINION and AWARD

I. INTRODUCTION

This document constitutes the Opinion and Award of a Public Arbitration Panel designated by the New York State Public Employment Relations Board pursuant to Civil Service Law Section 209.4 on August 1, 1989. The parties hereto are the Village of Lancaster, New York (hereinafter referred to as the "Respondent," the "Employer," the "Village," the "Department," or "Lancaster") and the Lancaster Village Police Club (hereinafter referred to as the "Petitioner," the "Employees," the "Union," or the "Club").

The prior Collective Bargaining Agreement, which became effective June 1, 1985, expired May 31, 1988, without agreement on the terms of a successor Agreement. Following the conclusion of the last of four mediation efforts under the aegis of the Public Employment Relations Board (PERB) on April 7, 1989, the Union petitioned for Interest Arbitration, actually serving on June 26, 1989. The Employer's response was submitted July 7, 1989.

The designated Panel convened on November 2, 1989, in the Council Room of the Village of Lancaster where it conducted a hearing at which time the parties were

afforded unrestricted opportunity to present evidence, examine and cross-examine witnesses, and offer arguments in support of their respective positions. The Public Arbitration Panel was constituted as follows:

Chairperson: Sumner Shapiro
64 Darroch Road
Delmar, NY 12054

Employer-designated Arbitrator: Edward G. Piwowarczyk
Jaeckle, Fleishman and Mugel
700 Norstar Building
Twelve Fountain Plaza
Buffalo, NY 14202-2222

Union-designated Arbitrator: James Sugg
21 Clark Street
Lancaster, NY 14086

Appearances were as follows:

For the Union Anthony DeMarie, Esq., Dixon, DeMarie & Schoenborn,
930 Convention Tower, Buffalo, NY 14202

Daniel E. Rinow, Lancaster Village Police Club

For the Employer Wayne R. Gradl, Esq., Jaeckle, Fleishman and Mugel,
700 Norstar Building, Twelve Fountain Plaza,
Buffalo, NY 14202-2222

The parties opted to submit and exchange post-hearing briefs, postmarked by December 15, 1989, subsequently extended by mutual consent to December 22, 1989, which were timely filed.

The Panel met in executive session at the Municipal Building, Village of Lancaster, on March 27, 1990. At least two of the three members concurred in the disposition of each issue within the overall context of the Opinions and Award.

II. POSITIONS OF THE PARTIES AND OPINIONS

A. Bulletin Board – Section 16.02

1. Issue and Positions

The Union charged that posted notices had been repeatedly removed from the PBA official bulletin board and petitioned for a provision under which the Village would agree not to remove posted notices. The Union would agree to desist from posting disparaging remarks. The Employer acknowledges its removal of materials but maintains that confiscations consisted of cartoons or other items which tended to mock or disparage the Chief of Police, Village Officials or their families and that it cannot agree to a proposal prohibiting removal of items which cannot be classified as legitimate Police Club business or informational notices.

2. Opinion

The Union enjoys a protected right to communicate with its members which the contract explicitly enhances in Section 16.02 wherein the Employer is committed to continue providing an official bulletin board within the station confines. Unauthorized postings of derogatory materials or information unrelated to Club business or affairs is inappropriate. The new Agreement will provide that the Union designate authorized postings by affixing an identifying authorization stamp and initial. If the Employer objects to and removes such stamped materials, it shall promptly advise the Union of its action and the Union shall be entitled to address the matter through the grievance procedure. The Employer will be obligated to retain the allegedly offensive material and produce same at all stages of the grievance procedure, including arbitration. The following shall be added to Section 16.02:

"The Union shall affix a stamp of its own choosing and initial materials, designating them as 'official Union documents' prior to posting. If the Employer deems any such postings to constitute

material other than Union business and communications and to be disparaging and/or offensive, and it removes such materials, it shall promptly notify the Union of its action and shall preserve and retain the material to be produced at any stage of the grievance procedure which the Union may elect to pursue in response."

B. School - Section 16.03

1. Issue and Positions

The Union has proposed a new provision under which the Village would be obligated to notify members of upcoming Police training courses and seminars and to permit officers to attend same if there is no cost to the Village. The Village opposes adoption of this provision on the thesis that it would impose additional administrative obligations of undefined latitude upon Lancaster.

2. Opinion

Occupationally-related training courses and seminars are expected to contribute toward improved professionalism, proficiency and productivity. Members who wish to undertake such additional training utilizing non-work time and their own resources should be permitted, if not encouraged, to do so. The Employer, on the other hand, is not expected to be put at risk or become obligated to assume consequential indirect cost. The incorporation of Article 16.03 immediately following should serve the joint and separate interests of both parties.

"Article 16.03: The Village will post notices of police training courses, classes or seminars which come to its attention but, in so doing, shall incur no further obligations or liabilities relating thereto. Interested members wishing to pursue such opportunities may do so on non-work time and at their own expense with the approval of the Employer, which approval shall not be unreasonably withheld."

CORRECTED PER AGREEMENT Text (S)
AJ

C. Education - Section 6.06

1. Issue and Positions

The expired Agreement provided officers attending school a lunch allowance

of \$5.00/day, which the Union is seeking to increase to \$8.00/day to reflect claimed increases in cost since the \$5.00 allowance was implemented four years earlier. The Employer maintains the existing \$5.00 allowance is adequate, contending this is, in the first place, an additional benefit to which officers are not entitled on normal work days when they buy their own lunches.

2. Opinion

The educational lunch allowance is an established benefit, the merits of which are not before the Panel. The Consumer Price Index for meals away from home for the Buffalo, New York, area increased from 102.6 in 1984 to 123.1 in 1989, or nominally by 20%. The \$5.00 lunch allowance should be increased to \$6.00 to maintain current parity with the original benefit. Thus, the second paragraph of Section 6.06, Education, should be modified to read ". . .the sum of \$6.00 per day for meals. . ."

D. Bereavement - Section 8.01

1. Issue and Positions

The Union has proposed modification of the Bereavement Leave clause which, in the prior Agreement, provided for paid leave in the event of a death in a member's family to commence with the date of the death and to conclude with the funeral, plus necessary travel time. The Union has requested a minimum of three days, arguing that individuals require such time to cope with grief and probate responsibilities. The Employer responds that the present policy is generous, imposing no maximum and that an officer requiring additional time to cope with personal or legal problems following the death and funeral is entitled to use some or all of his or her five to possibly eight personal days.

2. Opinion

We find no showing of hardship or inequity in the established bereavement leave policy and we concur in the Employer's view that additional time requirements constitute an appropriate use of personal leave. Consequently the bereavement leave provisions of the expired Agreement shall be preserved intact in its successor.

E. Court Pay - Section 6.03

1. Issue and Positions

The Employer has proposed a reduction in the minimum pay for out-of-Village court time appearances formerly at four (4) hours to three (3) hours at time-and-one-half. He argues that this is a call-in provision and if an officer spent more than three hours, he or she would be compensated for time actually spent, again at time-and-one-half. The Employer further asserts its proposal is consistent with practice in numerous neighboring comparable jurisdictions.

2. Opinion

Our analysis discloses disparate practices ranging from as little as no minimum at time-and-one-half through four (4) hours at time-and-one-half. In the absence of any clearly defined general or typical practice, and in consideration of call-in adjustments effected in other circumstances, modification of Section 6.03 was deemed inappropriate. The provisions of Section 6.03 in the expired agreement shall be preserved without modification in its successor.

F. Overtime - Section 6.02

1. Issue and Positions

The expired agreement provided premium pay in the amount of two (2) hours at time-and-one-half for all members called in to duty on less than twelve (12) hours notice. This pay is in addition to a minimum of two (2) hours pay at time-and-one-half

for time worked. The Employer maintains the time-and-one-half premium and two-hour minimum for reporting are adequate incentive and equitable compensation in themselves and that it should not be required to bear the additional penalty of yet another two hours' pay at time-and-one-half merely because an emergency has arisen which was not anticipated twelve (12) hours earlier. The Union maintains an individual police officer's personal time is especially precious because of the nature of the job and work hours and that the individual is entitled to additional compensation beyond premium pay for time worked because of the sudden intrusion of a work obligation on his personal time and family relationships.

2. Opinion

Work shifts covering 24 hours, 365 days/year, and exposure to emergencies are indigenous components of law enforcement. We support the Employer's view that a single two-hour minimum at time-and-one-half call-in provision conforms to prevalent practice in many jurisdictions and should prove equitable in the present jurisdiction as well. Section 6.02, Overtime, shall be modified by preserving and incorporating in the new agreement only the first paragraph thereof, stating "Police Officer required to work beyond a
.at said rate."

G. Overtime Further Proposals - Section 6.02

1. Issue and Positions

Both the Village and the PBA submitted further proposals in which the Union sought to permit persons entitled to compensatory time off to take such time in increments of one hour or more, and the Employer proposed a Seniority/Qualification priority system for awarding overtime. Both proposals were denied by the Panel on the

basis that they would give rise to administrative encumbrances and the appearance of favoritism under the guise of qualifications.

H. Unused Vacation – Section 10.02

Issue and Positions

The Employer-designated Arbitrator withdrew the Employer's proposal relating to this provision in Executive Session. The Union had made no proposals respecting Section 10.02 and its designee concurred in the withdrawal.

I. Termination of Employment – Section 6.10

1. Issue and Positions

The Employer proposes that officers terminated for cause should be denied compensation for time off which they would have been entitled to receive had they continued their employment with the Village. The Employer similarly argues that there should be no entitlement to holiday pay for holidays which have not yet occurred upon termination for any reason. The Club, in response, focuses upon unused leave time and asserts that deprivation of entitlement would constitute a fine or punishment which, if appropriate at all, should be imposed pursuant to law, rather than through a collective bargaining provision.

2. Opinion

We concur in the view that previously-earned benefits which the individual was entitled to enjoy prior to termination are analogous to past pay held in deposit in the individual's account. We believe the Employer is not entitled to invade those deposits. Holidays which have not yet occurred are a different matter because entitlement properly emerges only with presence on the employment roll at the time of the holiday and we support the Employer's proposal as it impacts on Holiday Pay.

Section 6.10 is revised to state as follows:

"Upon termination of employment, for any reason, all accumulated time including but not limited to: personal leave days, compensatory time off and vacation time will be paid to the officer or his beneficiary or his estate within 30 days of termination or death. Holiday pay due for holidays which occurred prior to the date of termination shall similarly be paid to the officer or his beneficiary or his estate within 30 days of termination or death." SEE ALSO
AMENDMENT ONE (1)
AA

J. Club Representative - Section 16.01

1. Issue and Positions

The Employer proposes deletion of the first paragraph which entitled Club representatives "a reasonable amount of time" from regular duty to adjust grievances, assist in negotiations or certain other Union business. It further stipulates that not more than three (3) officers per shift will be designated as representatives and that not more than one (1) may investigate a specific grievance at any one time subject to advance notice to the Department Head, briefly stating the reason for such absence. The Village sees no reason for an officer to leave active duty to investigate a Grievant and believes that interested members should use their own time in furtherance of Club activities of which they, rather than the Village, are the beneficiaries. The Club views the proposal as an open attack on its institutional integrity as it would operate to deny Union representatives the right to tend to grievances. It notes the Village has an established past practice of denying permission to officers to attend negotiation meetings during duty hours.

The Employer has also proposed that the Club be permitted to designate not more than two officers per shift as opposed to three in the past as Union Representatives.

2. Opinion

We concur in the view that a small department may be readily disencumbered

by the absence from duty of a single individual; however, we think it equally true that treating with grievances is paramount legitimate Union business which serves the Employer's interests as well. We support the view that investigations should be conducted by off-duty representatives in a non-disruptive manner wherever possible and that such investigations should not impede the Department in the execution of its mission. Urgent and emergency calls on the Department's resources must always be accorded first priority.

The Panel honors the Employer's petition to reduce the authorized number of designated representatives for a shift from three (3) to two (2). The first paragraph of Section 16.01 is modified to state as follows:

"Police Officers who are designated by the Club as representatives for the purpose of adjusting grievances or assisting in the negotiation or administration of this or future agreements shall make every effort to execute their responsibilities deriving therefrom during off-duty time. Such investigations shall be conducted in a non-disruptive manner and shall not impede the Department's efforts to respond to urgent or emergency situations. Where investigations cannot be conducted during off-duty hours, representatives shall be permitted a reasonable amount of time from their regular duty to fulfill these obligations; however, not more than two (2) officers will be named per shift and not more than one (1) officer may investigate a specific grievance at any one time. Reasonable advance notice shall be given to the head of the Department, or his representative, stating, in brief, the reason for such absence."

K. Club Representatives - Section 16.01

1. Issue and Positions

The Employer proposes further modification of Section 16.01, specifically the second paragraph thereof which, in the past, permitted five (5) members to attend the annual convention of the Police Conference of New York without loss of pay or time off on a full-expense-paid basis for four (4) of the five (5). The Village's pleading is that the entire Club membership amounts to fourteen (14) people so that the absence

of five (5) individuals takes approximately 36% of the bargaining unit off duty at one time. The Union maintains attendance at the Police Conference is a vital aspect of Police work and Union organization - and the Village's efforts to reduce the number of conference attending officers constitutes yet another attempt to reduce the Club's effectiveness. Moreover, it argues that the Department is not, in fact, deprived of the services of five (5) individuals upon whom it would otherwise depend because some individuals would normally be off duty at the time.

2. Opinion

The Union assertion that some of the five individuals would be off duty in any event is valid; however, a review of past practice indicates the Club's interest can be adequately addressed with fewer than five delegates and it is equally apparent that greater numbers of delegates decrease the size of the available emergency pool which may be pressed into service on brief notice. The Panel has determined that the successor Agreement will provide for attendance of delegates totalling up to 13 man days and that the Village will pay the expenses of three (3) individual delegates. Paragraph 2 of the expired Agreement is deleted and replaced with the following:

"The Club may designate officers to attend the statewide conventions and meetings of the Police Conference of New York, Inc. in pursuance of their position as Police Officers. The number designated shall involve attendance not to exceed 13 person days, which attendance shall be without loss of pay or time to the designees. The Village will pay the expenses incurred in attending the annual convention of the Police Conference of New York, Inc. for up to three (3) individuals."

The Panel has further concurred in a reduction of the number of officers permitted to attend meetings of the Western New York Police Association pursuant to the provisions of Paragraph 4, Section 16.01, of the expired Agreement which stipulated two (2) officers. This paragraph is to be modified to stipulate one officer but is to be otherwise preserved

intact in the successor Agreement. Paragraph 4, Section 16.01, will state as follows:

"One (1) officer, designated by the Club,
.....
for attendance at such meetings."

L. Reimbursement for Travel - Section 6.11

1. Issue and Positions

The expired Agreement provided a travel allowance to and from Erie County Community College, South, of 32 miles, and the Employer has proposed reducing it to 30 miles. The Union contends the actual mileage at the inception of the allowance "some years ago" was 34 miles and it rejects the notion that the geographic distance has contracted in the interim.

2. Opinion

The cost of more precisely identifying appropriate terminal coordinates and a travel route must be weighed against potential saving accruing to Lancaster. The prudent course open to the Panel is to fix the distance at 31 miles and Section 6.11 is revised to state:

". . .the mileage to and from Erie County Community College, South, is 31 miles. The mileage to . . ."

M. Method of Pay - Section 6.13

1. Issue and Positions

The Union petitioned for guaranteed payment within three (3) weeks for overtime work performed. Such payments have been made by means of separate checks showing dates and types of earnings and the Union seeks to preserve that arrangement. The Employer emphasizes that the Union request involves providing a statement explaining the date of overtime and the reasons therefor, as well as the number of hours paid

which would create severe administrative burdens. Its undisputed claim is that the payroll period and computer system employed by the Village normally does pay within three weeks, though some payments are occasionally delayed because of the timing of the submission of the overtime report and the payroll cut-off date for the period.

2. Opinion

The evidence does not persuade that the established practice imposes hardships or inequities which would justify the imposition of further administrative burdens upon the Employer. The Union petition is, therefore, denied and Section 6.13 of the expired agreement shall be preserved without modification in the successor.

N. Work Week - Section 7.01 (Schedules)

1. Issue and Positions

Both parties have proposed changes in Section 7.01. The first of these, proposed by the Union, would obligate the Employer to provide the Club with each week's work schedule one week in advance, setting forth each officer's hours and absences with a coding for the reason of the absence. It would further require that the PBA be provided with a copy of the completed schedule showing any deviations from anticipated within two weeks of the conclusion of a shift. It further proposes that each officer be given an accounting of his or her unused time off. The Employer objects on the ground that it would be required to prepare three separate work schedules, two of which would be provided to the Club for its records. In addition, it would have to prepare an unused time-off inventory. Lancaster informs that it currently posts a tentative work schedule approximately three weeks in advance of the effective date which rarely coincides with reality because of substitutions occasioned by personal leave, sick days or other absences. With respect to accounting for unused sick, personal leave or compensatory time off days, the Employer currently does so upon request, though it may take several days to pull the information together, depending upon the bookkeeping workload at the moment.

2. Opinion

The evidence supports the conclusion that past procedure, in the main, addresses the reasonable needs of the employees. We do, however, believe the Club is entitled to continue receiving a copy of the work schedule as in the past, to be supplemented with a copy of the completed or actual work schedule when it is taken down for filing in the normal course of departmental operations. An additional paragraph will be added in the successor Agreement stating as follows:

"The Club will continue to receive a copy of the work schedule at the time of posting and a copy of the completed work schedule when it is completed and removed for filing by the Employer."

O. Work Week (Five-On/Two-Off) - Section 7.01

1. Issue and Positions

The Employer proposed to alter the four-on/two-off six-day schedule to a five-on/two-off seven-day schedule, arguing that the six-day schedule deprives the Village of 16 to 17 work days per year, costing it approximately \$2,000.00 per annum, more than would be sustained with a seven-day schedule. The Union argues that six-day schedules are common in Erie County and that there is nothing exceptional about the Lancaster practice.

2. Opinion

Other jurisdictions do operate six-day schedules but the issue is not whether Lancaster practice is common or unique but, rather, what weight it should be given in assessing overall compensation in this jurisdiction against prevailing regional practice. The Employer's contention that six-day schedules entail an extra cost relative to seven-day schedules is indisputably valid. The Panel has opted to preserve the six-day cycle, while giving weight to the cost associated therewith in the determination of the salary schedule. This matter is further discussed as an economic

issue subsequently herein. The Employer's petition to incorporate Paragraph 1 of its Proposal No. 13 is denied.

P. Work Week (Lunch Break) - Section 7.01

1. Issue and Positions

The second and final paragraph of Village Proposal No. 13 seeks to alter the lunch provision of the expired Agreement which permitted each officer to take a 50-minute lunch period at a time of his or her own selection. The proposed modification would reduce the lunch period to 30 minutes and provide, in addition, two ten-minute break periods in each full work shift, with the time of the lunch and break periods being fixed by the Chief or his designee. The Union argues that police work is stressful and that a single 50-minute lunch period is consistent with the individual's psychological and digestive needs.

2. Opinion

The major concern in reducing the lunch increment is to minimize lapsed police protection. However, the officers are in constant touch with their command post and are readily available to respond when needed. Moreover, there is no argument that an officer who permitted his lunch period to interfere with the execution of a non-deferrable responsibility would be derelict no matter what the duration of the lunch period. We, therefore, will preserve Section 7.01 of the expired agreement in the successor.

Q. Work Week (Scheduling of Lunch and Break) - Section 7.01

1. Issue and Positions

The Employer, as noted above, further proposes to reduce the duration of the lunch period, institute ten-minute breaks and entrust to the Chief or his designee

power to stipulate the time at which these breaks may be taken. The Union has bargained to impasse on this proposal and the Employer has instituted an Improper Practice charge before the Public Employment Relations Board as a result.

2. Opinion

The Panel is without power to act on matters which are before PERB and it will, therefore, retain jurisdiction until after PERB's determination has been handed down and will then consider the matter if necessary.

R. Civil Service Exam - Section 8.07

1. Issue and Positions

The Club has proposed a new provision which would obligate the Department to reschedule so that officers on the midnight to 8 a.m. shift who are registered to take a Civil Service Exam will be free to sleep and rest over an 8-hour period immediately preceding administering of the examination. The Employer resists claiming the already complicated scheduling problem would be further exacerbated, particularly if a number of officers are assigned to take the same exam at the same time - and in coping with the challenge of establishing limits and priorities which are nowhere present in the Club proposal. Finally, the Employer argues that the decision to take a Civil Service Exam is purely personal and officers desiring to do so are already entitled to draw upon their reserves of personal and vacation time to obtain a rest shift if required.

2. Opinion

The Club is here seeking to address a situation which occurs infrequently and affects at a maximum 1/3 of the members on those occasions. We support the Employer's view that this is an appropriate occasion on which to employ personal or vacation time and since there is no disagreement about the legitimacy of such use, the incorporation of additional contract language would be redundant.

S. Copy of Record - Section 9.02

1. Issue and Positions

The Union contends members have encountered unreasonable delays between the times of request and production of copies of documents signed by officers to which they have been traditionally entitled upon request. The Employer confirms that it recognizes the officers' right and legitimate interest in obtaining copies but insists delays have not been abnormal or unreasonable and that it cannot fairly be burdened with additional clerical costs to allay an individual's fetish.

2. Opinion

The Department, of necessity, must file and retain such documents and it may reasonably be expected to provide the requesting officer with a copy at that time. Section 9.02 will be modified to state as follows:

". . .or incident reports. Where requests have been submitted prior to filing, the Employer will produce and provide the copy not later than at the time of filing."

T. Accumulated Leave Time - Section 6.09

1. Issue and Positions

Past practice has been to pay officers the value of accumulated leave time in excess of 16 hours at the end of each fiscal year. The unredeemed 16-hour entitlement is carried over into the following year and the Union is now seeking to permit a one-week carry-over. It contends the provision will not add to the Employer's monetary burden. Here again, the Employer rejects the proposal on the basis that adoption has the potential^{of}/exacerbating existing scheduling difficulty and deferring compensation is likely to add to cost because of both administrative burdens and a trending toward higher rates.

2. Opinion

The Panel is not persuaded that established practice has visited hardships or inequities on the employees and the Union petition respecting this issue is, therefore, denied.

U. Daily and Hourly Rates - Section 6.04

1. Issue and Positions

The Employer proposes to change the rates employed in deriving the daily and hourly rates. In the past, this determination has been made by dividing by 243.33 (days) into the annual salary and the Village now proposes to employ 260 (days) as a divisor on the thesis that the vast majority of neighboring Erie County jurisdictions employ a 250 or 260-day base. The Union, here again, asserts - as it did in treating with the work issue - that the 4-2 and somewhat similar schedules are in force in other Erie County jurisdictions and that the 243.33 base is appropriate and should be preserved.

2. Opinion

We have preserved the 6-day work cycle, taking its cost into account in effecting the salary determinations. The base employed in calculating daily and their derivative hourly rates properly should be consistent with the work week schedule, and the Employer's proposal to amend Section 6.04 is denied. Section 6.04 of the expired Agreement will be preserved without modification in the successor.

V. Out-of-Rank Pay - Section 6.12

1. Issue and Positions

The Village proposes modification of Section 6.12 of the expired Agreement which provides that existing vacancies in higher paid positions shall be filled by assigning the most senior officer working the shift during which the vacancy occurs.

It further limits the filling of vacancies in the Patrol Division to officers from that division. The Village proposal would alter the selection process by authorizing the Chief or his designee to by-pass senior officers where their review of qualifications deems a junior person to be more qualified. The Village also seeks application of the limitation on filling Patrol Division vacancies to permit the use of Detective Sergeants or Detectives in an effort to obtain increased scheduling flexibility. The Union objects to vesting in the Chief or his designee powers which would permit favoritism or the appearance of favoritism to enter into selections contending it would have a severe adverse effect upon the morale of the Department.

2. Opinion

The fundamental consideration in adjudicating this matter is whether the Department is entitled to give overriding preference to the individual it judges to be best qualified from among all qualified persons in filling a temporary vacancy, assuming the best qualified individual can be objectively identified. All officers are or should be formally qualified to meet or exceed a reasonable objective standard of performance involving all responsibilities within the purview of the job description. Thus, officers should be functionally interchangeable, particularly for temporary assignment. We concur in the Union view that the Employer's proposal at the least provides a seed-bed for an appearance of favoritism, if not an actual invitation to subconscious practice.

The Union argument resting on functional interchangeability has prevailed in treating with the filling of vacancies but it is self-defeating in its opposition to unrestricted filling of Patrol Division vacancies. If all members of the Unit are, in fact, at least minimally qualified to fulfill all job functions, members who happen to be regularly assigned outside the Patrol Division are equally qualified to fill vacancies

in that division and the Employer is reasonably entitled to enhance Departmental flexibility through prudent employment of all Club members. We, therefore, sustain the Employer's petition to strike Paragraph 3 from Section 6.12 of the expired Agreement. Paragraphs 1 and 2 of Section 6.12 of the expired Agreement will be preserved without modification in the successor.

W. Sick Leave - Section 8.02

1. Issue and Positions

The Employer proposes amending Sections 8.02 to provide that an officer who is permitted to leave duty will be charged one day of sick leave if the individual has worked less than 1/2 shift - and 1/2 day sick leave if the stricken individual has worked 1/2 or more of the duty tour. The Village cites a number of occasions on which an officer reported for duty and went home ill soon after, requiring the call-in of a replacement at premium pay without affording the Employer the partial offset which would obtain if a charge could be made against the stricken officer's sick leave allotment. The Union maintains the practice in Lancaster is consistent with that of all municipalities in Western New York. The Club argues that adoption of the proposal would impose a clear inequity since an officer who worked within 15 minutes of the scheduled tour conclusion would be charged with a 1/2 day against accumulated sick leave. Similarly, an officer who worked within 15 minutes of the shift mid-point would, under the same conditions, be charged with a full day of accumulated sick leave. The Union notes that there is no charge illnesses claimed were not genuine and no claim that officers have, in fact, reported ill immediately after logging in. The Union further urges that if the Village were to claim abuse, it properly should be treated with under the provisions of Article 75 of the Civil Service Law which would visit punishment upon guilty individuals as opposed to the proposal which is viewed as indiscriminately punishing all.

2. Opinion

Lancaster has documented that experience motivates its proposal. Our assessment proceeds from the view that every occurrence resulted from the onset or exacerbation of a physical condition temporarily disabling the officer to the extent that relief from duty was required. That, however, does not vitiate the Employer's claim that officers are permitted sick leave to provide them with relief from scheduled duty without loss of pay. We do not see that there is, in principle, some inherent bar to employing that benefit for fractions of a shift. We can, however, appreciate the Club's concern that the 1/2 day charge increments could result in inequitable deductions. We will, therefore, sustain the Employer's petition amending it to provide for deductions in two-hour increments. Our award will provide for the insertion of a new paragraph between Paragraphs 3 and 4, Section 8.02, of the expired Agreement, stating as follows:

"An officer who becomes ill while on duty and who is unable to continue work shall be allowed to leave upon permission from his or her immediate Supervisor. If the officer has worked less than two hours at the time of his or her relief, a full day of sick leave shall be charged against the individual's sick leave allowance. If the officer has worked two but less than four hours at the moment of relief, only 3/4 (0.75%) of a day shall be deducted from sick leave credit. If the officer has worked at least four but less than six hours at the moment of relief, 1/2 (0.50%) of a sick day shall be deducted, and if an officer has worked at least six hours before being relieved, 1/4 (0.25%) of a sick day shall be deducted."

X. Sick Leave Upon Termination - Section 8.03

1. Issue and Positions

Under the expired Agreement, individuals were entitled to redeem up to 288 days of unused sick leave upon death or retirement. Also, an officer providing at least one year prior notice of intent to retire was entitled to receive the value of unused sick leave

in addition to regular compensation in equal increments spread over the last year of employment. In the event an officer withdrew his or her application for retirement, accumulated sick leave entitlement was restorable by repaying the sums received for same to the Village. If the individual did not return these sums or otherwise had accumulated less than 288 days of unused sick leave credit, the account would continue to be credited with up to 18 allowed sick days per year. The Employer seeks revision of the provision, firstly to limit payment eligibility to persons retiring pursuant to provisions of the New York State Police and Fire Retirement System or to the officer's estate in the event of death. It seeks also a retroactive provision which compel individuals currently employed and receiving unused sick leave reimbursement to repay the amounts received to the Employer if they subsequently withdraw their retirement applications. The Village has also included a proposal for health insurance coverage for retired employees. One aspect of this would be to delete the last three paragraphs of Section 8.02 which are vestigial of an abandoned procedure - and the third paragraph of Section 11.01 which was, in fact, the operative procedure for providing retiree health insurance under the expired Agreement. The Union argues that employees do not really receive 18 days of sick leave per year because one of these goes into the sick bank functionally reducing the number to 17. It further urges that sick leave redemption is common practice and that there is nothing extraordinary about Lancaster practice.

2. Opinion

Sick leave has evolved into varying and complex provisions in evidence among jurisdictions. Each of these practices bears an associated cost and we have dealt with the issue on a cost basis. We elaborate on this aspect in conjunction with the compensation analysis. It is, however, appropriate to here address the entitlement

provisions which underpin the economic calculations. The salary increase determination is based upon continuation of the full 288-day, 100% unused sick leave redemption option subject, however, to the provision that the individual shall be permitted to exercise this option only once during the tenure of his or her career with the Village, with that occasion being marked by actual retirement under the New York State Police and Fire Retirement System or the officer's death. We will deny the Employer's petition for provision under which it could recoup past payments from persons withdrawing retirement application as we believe those persons acted consistent with accepted practice at the time and that we should not visit unequal treatment upon them because they were unable to predict future developments.

The Employer's proposal to strike the last three paragraphs of 8.02 is appropriate but we will not here seek to replace Paragraph 3, Section 11.01, Health Insurance, as the Panel in executive session concurred in a recommendation to withdraw consideration of Section 11.01 and proposals relating thereto from consideration in the present proceeding.

Section 8.03 will be revised to state as follows:

"When an officer actually retires under the New York State Police and Fire Retirement System or dies while still employed by the Village, the Village shall pay to him or his estate eight (8) hours pay for each accumulated unused sick leave day, with any fraction of a day being rounded up to the next full day."

CORRECTED PER
AMENDMENT TWO (3)
d

Y. Health Insurance - Section 11.01

Both Union and Employer submitted proposals relating to the scope of coverage and financing thereof of health insurance. In consideration of the number and complexity of the problems already before the Panel, the Advocate Arbitrators concurred in a motion to withdraw the health insurance proposals, Section 11.01, from consideration in the present proceeding.

Z. Other Insurance - Section 11.02

1. Issue and Positions

The Union proposed an increase in the \$10,000 life insurance coverage to raise the amount to \$20,000. The Village resists, arguing that present life insurance coverage under various provisions is substantial and requiring it to absorb additional cost for enriched benefits would be unjustified.

2. Opinion

After a review and discussion of this issue in Executive Session, the Union designated Arbitrator proposed withdrawal of the proposal and the motion was accepted with full Panel concurrence.

AA. Grievance Procedure - Section 4.01

1. Issue and Positions

The Village has proposed modifying the form and substance of the Grievance Procedure which would introduce a 10-day initial time limit from the date of occurrence of the event giving rise to the Grievance, or from the date upon which the event should have become known within which to present a grievance. The proposal reduces certain stipulated time limits in the expired Agreement and further seeks to establish a benchmark from which to measure the 10-day time limitation during which either party is permitted to process a grievance to arbitration. The Union argues that the brief time limits imposed could and probably would sometimes encumber their representatives. They also urge that the past contract provision which provides a 10-day period following the close of discussion should not be disturbed.

2. Opinion

The Panel determined that a time period is appropriate for initiating the

first step of the grievance procedure but that ten (10) days is insufficient. We will, therefore, adopt a 30-day limitation. We also infer that 10 days following close of discussion provides an adequate period within which to petition for arbitration and will preserve that time limit in the successor agreement. The Employer's concern about identifying the point in time when closure occurs may be addressed administratively by either party; namely, by announcing that no further discussion concessions will be forthcoming and that continuing dialogue would be fruitless. A contract modification does not seem necessary or appropriate to treat with this aspect.

Section 4.01 will be revised and amended as follows:

Paragraph 1 of the expired Agreement to be retained without modification.

Paragraph 2 will state:

Step 1 "Any Police Officer believing he/she may have a grievance may present such grievance orally to his or her immediate Supervisor for the purpose of attempting to settle the grievance. If the matter is not satisfactorily adjusted in this manner, the complaint shall be reduced to writing, setting forth the date, time and place of the alleged grievance, a description of the acts or conduct against which the grievance is directed and the particular provisions of the agreement alleged to have been violated and relief sought. Written submission shall be on a form mutually agreed upon by the parties and shall be signed by the Grievant. The signed grievance form shall be presented to the Grievant's immediate Supervisor not later than 30 calendar days from the occurrence giving rise to the grievance or the date at which the officer should have known of such occurrence, whichever is later. The Grievant may request a representative of the Club to accompany him or her in presenting the grievance."

ADD ALSO
AMENDMENT
Two (i)
RD

Subsequent paragraphs of the expired Agreement shall be retained but designated as steps as follows, except that "his" shall be replaced with "his/her."

Step 2 "If the grievance is not satisfactorily settled,
.....
..... may pursue the matter pursuant to this Agreement."

Step 3 "The Chief of Police will,
.....
..... to the Village Mayor, or his/her representative."

Step 4 "The Village Mayor
.....,
and not subject to further appeal."

AB. Bill of Rights - Section 14.01

1. Issue and Positions

The Employer has proposed deletion of Paragraph 12 which provides for reliance upon a Hearing Officer pursuant to the provisions of Article 75, with the Hearing Officer being mutually selected by the Village and the officer who is charged. In the event of an inability to agree upon a Hearing Officer, the expired Agreement provided for application to the New York State Supreme Court for appointment. The Employer argues that the procedure is cumbersome and wasteful and that the matter should be dealt with under the grievance and arbitration provisions of the contract. The Union maintains the Village is attempting to circumvent Article 75 of the Civil Service Law and impose a method of discipline in which the accused is denied the right to a hearing or to face witnesses and accusers and which would shift the burden of proof to the accused officer. The Union questions whether the Panel has the authority to provide for reliance upon the arbitration provisions of the agreement in lieu of Article 75.

2. Opinion

We do not believe that arbitration shifts the burden of proof to the accused or deprives the individual of a right to a hearing to face accusers, to examine or cross-examine witnesses, or other protections which are available to employees charged in a disciplinary proceeding. Reliance upon grievance arbitration in lieu of and to the exclusion of Article 75, Proceedings, is a common and well established practice in public employment in New York State. Disciplinary Arbitration is among the most common, if not the single most common, application of labor arbitration

and there exist well established standards and procedures defining admissable testimony, quantum of proof and remedies. The application of grievance and arbitration provisions of the contract will, in our judgment, expedite disposition of disciplinary proceedings, enhancing, rather than impairing, employee rights and security.

Section 14.01, Paragraph 12, as set forth in the expired Agreement, shall be deleted and replaced by the following:

"The Employer may discipline an officer for just cause. Notice of Discipline shall be in writing and served upon the employee, with a copy to the Union. The Notice shall state the reason(s) for which disciplinary action is being taken, with a description of the charges including relevant dates, times and places, as well as the penalty being imposed. If the disciplined officer considers the charge to be unjust, he may file a written grievance setting forth the basis for contesting the discipline and/or penalty within 30 calendar days. The grievance shall proceed at Step 2 of the Grievance Procedure and, in the event the parties are unable to resolve the matter, shall be subject to final and binding determination pursuant to the arbitration provisions of this Agreement. The Employer shall not discipline officers for events which occurred or should have been discovered more than 90 calendar days prior to the date on which discipline otherwise would have been imposed, unless discovered after the event in which case discipline may be imposed within 90 calendar days of discovery. Failure of either party to pursue its options in a timely manner as set forth in this Agreement shall constitute abandonment of its position and settle the matter with prejudice in its entirety. If either party requires time extensions, probably to investigate or address a disciplinary matter under circumstances relevant to the charge(s), it shall present a written request setting forth the duration of the requested extension for approval by the other party which approval is not to be unreasonably delayed or withheld."

TIME PERIODS
INSERTED
PER AMSDMUT
Two (2)
AJ

AC. Vacations - Section 10.01

1. Issue and Positions

The Employer proposes modifications of Section 10.01 of the expired Agreement firstly to delete a provision stipulating that vacation scheduling will be in accordance with "present practice." This change is sought to support a second proposed change

under which the contract specified three (3) officers will be granted vacation at the same time, reducing the number to two (2). Finally, the Village seeks to strike from clause reference two police clerks since they are not members of the bargaining unit and are not subject to the provisions of the Agreement. The Employer seeks to reduce the number of officers to be on vacation at any one time from three (3) to two (2) in order to reduce overtime and to increase scheduling flexibility. The Union objects charging that the Employer's proposal, if implemented, would dilate the schedule and adversely impact officers' opportunities to enjoy family vacation time while school is not in session. The Union does not contest the proposal to exclude police clerks.

2. Opinion

With a small work force and the obligation to provide uninterrupted service, it is not at all clear that a dilated vacation schedule would materially reduce overtime frequency or hours. Further, the Union's argument about potential impact on family activities and relationships is well taken; consequently, the successor Agreement will preserve Paragraph 3 of the expired Agreement, stipulating that vacations are to be scheduled in accordance with present practice in the Village. The fourth paragraph will be modified to state as follows:

"Three (3) officers will be granted vacation at the same time, except during the week of the Police Conference of New York Convention."

AD. Holidays - Section 6.08

1. Issue and Positions

The PBA has requested the addition of Christmas to the Holiday list. This would raise the number of holidays to 14 per annum. It also seeks premium pay at the rate of double time, plus a compensatory day off for officers not scheduled to work on a holiday who are called in on an emergency basis. Under the expired Agreement, an

officer working on a listed holiday is afforded the option of extra pay for the day or compensatory time off. The Union argues that its compensation proposal is fully justified in consideration of the inconvenience and disappointment implicit in being ordered to duty after holiday plans have been made. The Employer offers no objection to the inclusion of Christmas as a 13th holiday which would require the deletion of an existing, identified holiday. In fact, the Employer proposes adding Christmas and Patriot's Day and deleting Washington and Lincoln Birthdays. This would maintain the number of holidays at 13. It objects to any additional premium pay on the basis that officers not scheduled to work would only likely be called in because a colleague had fallen ill and under the Union proposal the Employer would then pay the working officer three days pay, plus a compensatory day off - in addition to paying the stricken colleague a day of sick pay. Additionally, the Village seeks a provision under which officers would submit written lists of holidays in which they wish to be off duty within the first 30 days of the fiscal year, with the Chief of Police being committed to granting officers' requests in order of seniority. Officers electing to receive compensation in lieu of the days off would be paid for same during the first pay period during December of each fiscal year as under the expired Agreement.

2. Opinion

Our compensation analysis referred to subsequently herein standardizes among jurisdictions with costs in each being adjusted to the 13-holiday per year level. If the jurisdiction provides 14 holidays, the extra days are added to the vacation schedule for comparison purposes. Similarly in a jurisdiction providing 12 holidays, one day is subtracted from the vacation schedule to place the locality on a comparable level. Thus, the addition of a 14th holiday to the Lancaster schedule would operate to reduce

the salary adjustment entitlement. Moreover, the 13-holiday schedule compares favorably with practice in the jurisdictions cited by both parties, among which only one, Cheektowaga, provides 14 days per year (see page 5, Calculation Sheet, Appendix 1).

The requirement that officers stipulate the holidays they wish to take off within the first 30 days of the fiscal year imposes a forecasting burden with which most people would have difficulty. There was no evidence that the system in force under the expired Agreement operated to the disadvantage of either Lancaster or the officers. The inference is that Paragraph 2 has been administered by requesting officers to make elections at reasonable intervals relative to the holidays and we, therefore, will preserve the provision in unmodified form in the new Agreement.

Modification of Section 6.10, impacts upon the December payout schedule in that an officer may receive compensation for up to six (6) holidays which, at the time, have yet to occur. Under the strictures of Section 6.10, entitlement to compensation for those holidays would be abrogated by termination and the individual would be obligated to reimburse the Village for the sum received out of his or her final compensation draw. Section 6.08, Paragraph 2, of the successor Agreement will be amended as follows:

"...Chief of Police, or his designee. Pursuant to the provisions of Section 6.10, Termination of Employment herein, the paid value of holidays which will occur in the fiscal year subsequent to the date of termination shall be reimbursable to the Village out of the terminating officer's final compensation draw."

AE. Sick Bank - Section 8.04

1. Issue and Positions

Both parties have proposed changes in the Sick Bank provision of the expired Agreement prior to inclusion in the successor. The Union, noting that no draw has been

made on the Sick Bank, requests that a cap be placed on the number of days to be accumulated, specifically 12 times the number of officers participating in the Bank, each of whom has been depositing one day per year. The Village, it notes, contributed 25 sick days in 1980 and has made no contributions since.

The Village resists any reduction in contribution and further seeks deletion of Section 8.04, Paragraph 4, of the expired Agreement which obligates the Village to contribute a sufficient number of days to restore the total sick-day balance to 65 days in the event the draw brings it below that level. The Union has offered to reduce the replenishment point back to 25 days but the Village argues it would still be burdened with an unlimited obligation to guarantee against depletion of the Sick Bank.

2. Opinion

The continuance or curtailment of contributions to the Sick Bank is of consequence to the Employer only because of its replenishment obligation. That obligation is clearly open ended in that a spell of sickness sufficient to draw beyond individual accumulated entitlements to the point where the Sick Bank reserve is reduced to 24 days would obligate the Employer to provide continuing sick day compensation to the stricken individuals theoretically without limit. These contributions would be offset to some extent because the Union proposal would obligate each participating officer retroactively to contribute one day per year back to the day of curtailment and to continue contributing until the number of days in the Sick Bank again reached 12 times the number of participants.

The Panel views the Sick Bank as an employee cooperative venture in which the Employer, at the outset, provided a single 25-day non-refundable deposit to establish an initial operating reserve. The consistent assessment of the parties'

respective positions at this point in time is that the Club is entitled to suspend contributions and to establish the formula for reinstatement as it proposes. The concomitant of this is that the Employer should be relieved of the replenishment obligations set forth in Section 8.04, Paragraph 4. Section 8.04 sets forth certain historical data which the parties apparently wish to retain. In reflection of these determinations, Section 8.04, Paragraph 4, of the expired Agreement shall be deleted and replaced with the following:

"If, upon June 1 of any year, the number of days in the Sick Bank equals or exceeds 12 times the number of participating members of the Bank, no additional days will be contributed; however, if the number of days falls below that amount, the participating members will contribute retroactively at the rate of not more than one sick day per year to the date of curtailment until such time as the reserve shall accumulate to 12 times the number of participating members of the Bank."

AF. Total Agreement/Past Practice - Section 2.02/Section 19.02

1. Issue and Positions

The Employer proposes amendment of Section 2.02 and deletion of Section 19.02 which would make the written agreement the sole and exclusive declaration of the parties' respective rights and obligations. The Village urges that adoption of its proposal would provide leeway and flexibility in attempting to accommodate special requests by the Police Club since it would allay concern about establishing a binding past practice as under the expired Agreement. The expired Agreement stipulated that the contract constituted the entire agreement between the parties, superseding all previous rules and regulations or verbal statements and amendments not mutually agreed upon reduced to writing and designated as amendments subject to past practice. Section 19.02, Past Practice, of the prior Agreement, stipulated that the agreement

superseded conflicting rules, regulations or practices, except that established practices not specifically covered would continue in force and effect. The Union argues frequent reliance upon a body of non-codified past practice about which the Police Chief and his designees and the Union are knowledgeable. It is reluctant to abandon the protections of the prior Agreement. It is unable to assess the likely scope, intensity and impact of the proposal upon day-to-day relationships between Employer and employees.

2. Opinion

In assessing and buttressing positions relating to various aspects of the present impasse, frequent reference was made to Past Practice. Some modifications were made to incorporate codifications of Past Practice in the Agreement; however, there was no representation that such practices had been exhaustively reviewed, particularly as they may relate to contractual provisions of the expired Agreement not involved in the present impasse. The Panel, therefore, concluded that the adoption of the Employer's proposal could have unforeseen consequences and that the responsible discharge of our obligations constrains us to deny the Employer's petition.

AG. Matters Subject to Retained Jurisdiction in Abeyance

1. Issue and Positions

The Employer proposed a number of changes in areas which it holds to constitute non-mandatory subjects of bargaining which the Union has rejected. The Village has initiated Improper Practice charges before the Public Employment Relations Board. The Union asserts this Public Panel is obligated to make just and reasonable determinations of all matters in dispute. The specific issues about which the Employer has petitioned PERB are as follows:

Personal Leave - Section 8.05

Disciplinary Action - Section 9.01

Shift Preference - Section 7.03

Lunch Break - Section 7.01

Equipment - Article XVII

2. Opinion

Were the Panel to treat with these issues at this time, it would be arrogating the function of ruling on improper practice charges which are properly and solely the function of the Public Employment Relations Board. The Panel will, therefore, retain jurisdiction and exercise same if it is appropriate to do so following PERB's determinations.

AH. Economic Package - Section 6.01/Salaries - Section 6.07/Longevity Pay -
Section 6.08/Holiday Pay - Section 6.05/Shift Premiums -
Section 15.01/Uniform Allowances

1. Issues and Positions

The Union has proposed a number of modifications in the various salary and fringe provisions immediately above captioned. It seeks salary increase of 10% in each of two years commencing June 1, 1988, and June 1, 1989, respectively. The PBA petitions for \$0.40/hour shift premium pay for duty shifts between 4 p.m. and midnight and \$0.50/hour for duty shifts between midnight and 8:00 a.m. It seeks increases in longevity pay - \$150 per annum at five years to \$250 per annum at twenty years in the first year of the Agreement, plus an additional \$150 per annum in all categories for the second year. It has petitioned for an increase in uniform allowance from \$500 to \$800, effective June 1, 1988, and \$1,000 effective June 1, 1989. The expired Agreement actually provided a \$600 per annum uniform allowance. The Employer argues that existing benefits in Lancaster were achieved in 1988 and compare favorably or actually exceed those in place in comparable jurisdictions in 1989. The Village additionally proposed two 3%

increases, subject to curtailment of certain buy back provisions and other economies to offset added direct salary costs.

Each of the parties cites Police Agreements in other regional jurisdictions as appropriate in formulating a comparable profile. There is both commonality and divergence between the parties' respective choices. Moreover, some different communities are offered in support of proposals relating to various categories. If the Panel were to consider these independently on a category-by-category basis, it would run the risk of devising a composite agreement which would be at variance from representative practice. Indeed, if each of the parties' citations were grouped into two sets, one would likely produce upper and lower extreme limits between which, at some undefined point, comparable practice would reside. We have addressed the problem by costing out the value of major benefits to obtain totals for comparison purposes. These findings are summarized in Table I. The calculations and a brief description of attendant assumptions are summarized in Appendix I hereto. The desirability of integrating cost by jurisdiction is illustrated by cost rankings of Table I where the highest base salaries do not necessarily correlate with the highest total comparable compensations. Salary citations, consistent with respective interests, generally prevail.

We are faced with the problem of selecting from among the jurisdictions cited those which form a reliable profile based upon objective criteria. We have attempted to do so on the basis of per capita income and property values relative to police staffing in the community assembling immediate regional communities in which both per capita incomes and the number of police personnel per \$100,000 of property value are nominally equivalent.

TABLE I

Reduced

	Per Annum Equivalent Longevity Pay - \$'s	Per Annum Vacation/ Holiday Pay - \$'s	Sick Leave Buy Back	Misc. & Shift Differ- ential per Annum/Equiv. Cost - \$'s	Total Comparable Compensation \$'s	Cost Rank	Per Capita Income Rank
	\$346	\$2,125	\$ 66	\$ 400	\$35,726	8	12
	190	2,057	--	--	32,352	12	3
	151	2,322	177	--	37,000	5	2
	347	2,228	--	--	32,803	11	5
	618	2,123	137	733	36,487	6	8
	234	2,243	183	--	33,279	9	11
	326	2,864	223	800	37,867	1	10
	291	2,544	--	1,200	37,417	3	4
	478	2,628	179	--	37,167	4	6
	461	3,637	228	233	37,742	2	7
	264	3,380	251	733	38,543	Exclude	N. App.
	380	2,418	--	467	36,067	7	1
	309	2,332	1,064	--	33,636	See below	
at Retirement			305	--	32,877	10	8

salary for Buffalo. Our calculation supports Union quotation and is employed.
 y reflect reporting pay beyond actual work time at premiums extant.
 g allowances" in some jurisdictions - found to be de minimus consideration.

The jurisdictions deemed to be most comparable and the supporting data relating thereto, as well as the calculations based thereupon, are tabulated in Table II, following. The average of compared costs for all jurisdictions in the Table is \$36,395 per annum which represents a factor of 1.107 (10.7%) above that of the Village (Equation A). This is the nominal equivalent of 5.2% per annum on the total comparable cost package. This percentage may be distributed in myriad ways. In this case, we have chosen to apply the entire amount to salaries and certain fringes, all of which move in proportionate lockstep with salary. The only unaffected fringe is the longevity allowance and the factor must be refined to account for the \$309 per annum longevity factor, the cost of which has been held constant. This amounts to slightly less than 1% of the value of the comparables considered and the calculation of the appropriate salary increases involves dividing the 1.107 factor by 0.991 (99.1%) [Equation D]. The appropriate indicated salary adjustment factor is, therefore, 1.117 total, or 1.057 (5.7%) per annum (Equation E), the application of which will bring the total comparable compensation for the Village of Lancaster to just under \$37,000 which obviously compares favorably with the profile. The Award provides the following salary schedule (page 39).

AI. Term of Agreement

1. Issue and Positions

The Union charges the Employer is seeking removal from the Agreement of both effective and termination dates and deletion of the reminder that the parties are bound to comply with Section 209-A of the Civil Service Law upon expiration. No Employer arguments in support of such a proposal were presented in this proceeding.

2. Opinion

The parties appear to concur in the wish that the Agreement shall be for a

TABLE II

Selected Jurisdiction Comparison
Total Comparable compensation
1989 Salaries and Benefits

<u>Jurisdiction</u>	<u>Cited By</u>	<u>Per Capita Income \$M</u>	<u>Property Value Base \$MM</u>	<u>Number Police per 100M Value</u>	<u>Total Comparable Compensation per Sr. Officer from Table I - \$'s</u>
Twn. Cheektowaga	E/U	10.27	59	0.072	\$37,687
Vill. Lancaster		10.70	78	0.075	33,636 ^{1/}
Vill. Hamburg	E/U	12.25	90	0.074	37,000
Twn. Hamburg	U	10.90	20	0.070	37,167
Twn. Lancaster	E	10.50	8	0.073	36,487
Total					\$181,975
Average					\$36,395

^{1/} Cost based upon past unused sick leave redemption option.

Lancaster total after sick leave buy back adjustments - \$32,877 (Table I)

A. Comparable Cost : : Village Cost Ratio

$$\frac{\$36,395}{\$32,877} = \$1.107$$

[Note: Village cost here based on one time redemption of unused sick leave.]

B. Fixed Cost Item in Village Total Comparable

$$\text{Longevity @ } \$309/\text{annum}$$

C. Variable Cost Ratio

$$\frac{(\$32,877 - \$309)}{\$32,877} = \$0.991$$

D. Gross (Two Year) Salary Adjustment Factor

$$\begin{aligned} A/C &= D \\ \$1.107 / \$0.991 &= \$1.117 \end{aligned}$$

E. Per Annum Salary Adjustment Factor

$$\begin{aligned} \sqrt{D} &= E \\ \sqrt{\$1.117} &= \$1.057 \end{aligned}$$

F. Total Comparable Village Compensation after Adjustment

$$(\$32,877 - \$309) (\$1.117) + \$309 = \$36,687$$

ADJUSTED SALARY SCHEDULE

<u>Position</u>	Annual Salary <u>1/</u> Dollars	
	<u>Effective June 1, '88</u>	<u>Effective June 1, '89</u>
Police Officer after One Year	\$23,258	\$24,582
Police Officer after Two Years	29,605	31,290
Detective	30,230	31,950
Detective-Sergeant	30,755	32,505
Lieutenant	32,925	34,798

ADD ALSO Annual Salary Two (2)
[Signature]

1/ Employer Exhibit A employed as base.

term of two years commencing retroactively on June 1, 1988, and terminating May 31, 1990. The apparent intent of the parties and the consensus of this Panel will be achieved by amending Section 19.01, Term of Agreement, of the expired agreement by deleting 1985 and inserting 1988 - and deleting 1988 and inserting 1990. This section thus modified shall be otherwise preserved and incorporated into the successor Agreement. Retroactive compensation shall be confined to salaries and shall be paid to all persons covered by the Agreement who were on the payroll and were compensated at the expired Agreement rates since June 1, 1988. Said officers shall be paid the difference between monies actually paid and those which would have been earned under the awarded salary structure at the time.

II. AWARD

The undersigned, constituting the duly-designated Public Arbitration Panel in the above-captioned Interest Arbitration award as follows:

1. The provisions of the Collective Bargaining Agreement between the Village of Lancaster, New York, and the Village of Lancaster Police Club, for the term June 1, 1985, to May 31, 1988, shall be adopted for an additional term commencing June 1, 1988, through May 31, 1990, except for the deletions, amendments and redactions herein stipulated and awarded.

2. Section 4.01, Grievance Procedure(AB, Page 24, Opinion)

Paragraph 2 of the expired Agreement shall be deleted and replaced with the following:

Step 1 "Any Police Officer believing he/she may have a grievance may present such grievance orally to his or her immediate Supervisor for the purpose of attempting to settle the grievance. If the matter is not satisfactorily adjusted in this manner, the complaint shall be reduced to writing, setting

forth the date, time and place of the alleged grievance, a description of the acts or conduct against which the grievance is directed and the particular provisions of the agreement alleged to have been violated and relief sought. Written submission shall be on a form mutually agreed upon by the parties and shall be signed by the Grievant. The signed grievance form shall be presented to the Grievant's immediate Supervisor not later than 30 calendar days from the occurrence giving rise to the grievance or the date at which the officer should have known of such occurrence, whichever is later. The Grievant may request a representative of the Club to accompany him or her in presenting the grievance."

ADD ALSO
Amendment
Two (i)

Paragraph 3 shall be captioned as Step 2.

Paragraph 4 shall be captioned as Step 3 and the term "his representative" shall be replaced with "or his/her representative."

Paragraph 5 shall be captioned Step 5.

3. Section 6.01, Salaries (A1, Page 39, Opinion)

The adjusted salary schedule in the successor Agreement shall be as follows:

<u>Position</u>	<u>Annual Salary ^{1/} Dollars</u>	
	<u>Effective June 1, '88</u>	<u>Effective June 1, '89</u>
Police Officer after One Year	\$23,258	\$24,582
Police Officer after Two Years	29,605	31,290
Detective	30,230	31,950
Detective-Sergeant	30,755	32,505
Lieutenant	32,925	34,798

ADD ALSO
Amendment
Two (i)
add

^{1/} Employer Exhibit A employed as base.

4. Section 6.02, Overtime (F, Page 6, Opinion)

Section 6.02 of the expired Agreement shall be deleted and replaced with the following in the successor:

"A Police Officer required to work beyond a regular eight-hour shift, who is called out for emergency duty by reason of his/her employment, at times other than the Officer's regularly-scheduled work time, shall be given the choice of receiving compensatory time off at the rate of time-and-one-half or overtime pay at the rate of time-and-one-half, with a minimum allowance of two hours at said rate."

5. Section 6.06, Education (C, Page 4, Opinion)

The second paragraph of the expired Agreement shall be replaced with the following:

"The Village will pay, to an officer who is attending school, the sum of \$6.00, per day, for meals and will also pay for the travel expenses at the mileage rate paid to other Village officials and employees."

6. Section 6.10, Termination of Employment (I, Page 8, Opinion)

Section 6.10 of the expired Agreement is to be modified to read as follows in the successor Agreement:

"Upon termination of employment, for any reason, all accumulated time, including but not limited to: personal leave days, compensatory time off or vacation time, will be paid to the officer or his beneficiary, or his estate, within 30 days of termination or death. Holiday pay for holidays which occurred prior to the date of termination shall similarly be paid the officer's beneficiary or his estate within 30 days of termination or death."

SEE ALSO
AMENDMENT ONE (1)
JD

7. Section 6.11, Reimbursement for Travel (L, Page 12, Opinion)

Section 6.11 of the expired Agreement shall be modified by deleting "the mileage to and from Erie County Community College, South, is 32 miles," and replacing same with the following for inclusion in the successor Agreement: "The mileage to and from Erie County Community College, South, is 31 miles."

8. Section 6.12, Out-of-Rank Pay (V, Page 18, Opinion)

Paragraph 3 of Section 6.12 in the expired Agreement shall be deleted and Paragraphs 1 and 2 shall be preserved for inclusion in the successor Agreement.

9. Section 7.01, Work Week (N, Page 13, Opinion)

The following paragraph shall be added to Section 7.01 of the expired Agreement for inclusion in the successor.

10. Section 7.01, Work Week Scheduling of Luncheon Break (Q, Page 15, Opinion)

This matter is the subject of an improper practice charge pending hearing before the Public Employment Relations Board and the Panel will retain jurisdiction to hear arguments on the merits and formulate an award in the event it is found to be a mandatory subject for bargaining.

11. Section 7.03, Shift Preference (AG, Page 33, Opinion)

This matter is the subject of an improper practice charge pending hearing before the Public Employment Relations Board and the Panel will retain jurisdiction to hear arguments on the merits and formulate an award in the event it is found to be a mandatory subject for bargaining.

12. Section 8.02, Sick Leave (W, Page 20, Opinion - and X, Page 21, Opinion)

Paragraphs 5, 6 and 7 of the expired Agreement are to be deleted. Paragraph 4 is to become Paragraph 5 and a new Paragraph 4 is to be incorporated for inclusion in the successor Agreement. The new Paragraph 4 will state as follows:

"An officer who becomes ill while on duty and who is unable to continue work shall be allowed to leave upon permission from his or her immediate Supervisor. If the officer has worked less than two hours at the time of his or her relief, a full day of sick leave shall be charged against the individual's sick leave allowance. If the officer has worked two but less than four hours at the moment of relief, only 3/4 (0.75%) of a day shall be deducted from sick leave credit. If the officer has worked at least four but less than six hours at the moment of relief, 1/2 (0.50%) of a sick day shall be deducted, and if an officer has worked at least six hours before being relieved, 1/4 (0.25%) of a sick day shall be deducted."

13. Section 8.03, Sick Leave upon Termination (X, Page 21, Opinion)

Section 8.03 of the expired Agreement shall be deleted and the successor Agreement shall provide as follows:

"When an officer actually retires under the New York State Police and Fire Retirement System or dies while still employed by the Village, the Village shall pay to him or his estate eight (8) hours pay for each accumulated unused sick leave day, with any fraction of a day being rounded up to the next full day."

*CONNECTION WITH
ARTICLE TWO (3)
AK*

14. Section 8.04, Sick Bank (AE, Page 31, Opinion)

Paragraph 4 of the expired Agreement shall be deleted and replaced with the following for inclusion in the successor Agreement.

"If, upon June 1 of any year, the number of days in the Sick Bank equals or exceeds 12 times the number of participating members of the Bank, no additional days will be contributed; however, if the number of days falls below that amount, the participating members will contribute retroactively at the rate of not more than one sick day per year to the date of curtailment until such time as the reserve shall accumulate to 12 times the number of participating members of the Bank."

15. Section 8.05, Personal Leave (AG, Page 33, Opinion)

This matter is the subject of an improper practice charge pending hearing before the Public Employment Relations Board and the Panel will retain jurisdiction to hear arguments on the merits and formulate an award in the event it is found to be a mandatory subject for bargaining.

16. Section 9.01, Disciplinary Action (AG, Page 33, Opinion)

This matter is the subject of an improper practice charge pending hearing before the Public Employment Relations Board and the Panel will retain jurisdiction to hear arguments on the merits and formulate an award in the event it is found to be a mandatory subject for bargaining.

17. Section 9.02, Copy of Record (S, Page 17, Opinion)

Section 9.02 of the successor Agreement shall state:

"Each officer will be given, upon request, a copy of anything he signs excepting accident or incident reports. Where requests have been submitted prior to filing, the Employee will produce and provide the copy not later than at the time of filing."

CORRECTED PER
AMENDMENT T-10 (4)
AS

18. Section 10.01, Vacations (C, Page 27, Opinion)

Paragraph 4 of the expired Agreement will be deleted and replaced with the following for inclusion in the successor Agreement:

"Three (3) officers will be granted vacation at the same time, except during the week of the Police Conference of New York Convention."

19. Section 14.01, Bill of Rights (AB, Page 26, Opinion)

Section 14.01, Paragraph 12 of the expired Agreement shall be deleted and replaced with the following for inclusion in the successor.

"The Employer may discipline an officer for just cause. Notice of Discipline shall be in writing and served upon the employee, with a copy to the Union. The Notice shall state the reason(s) for which disciplinary action is being taken, with a description of the charges including relevant dates, times and places, as well as the penalty being imposed. If the disciplined officer considers the charge to be unjust, he may file a written grievance setting forth the basis for contesting the discipline and/or penalty within 30 calendar days. The grievance shall proceed at Step 2 of the Grievance Procedure and, in the event the parties are unable to resolve the matter, shall be subject to final and binding determination pursuant to the arbitration provisions of this Agreement. The Employer shall not discipline officers for events which occurred or should have been discovered more than 90 calendar days prior to the date on which discipline otherwise would have been imposed, unless discovered after the event in which case discipline may be imposed within 90 calendar days of discovery. Failure of either party to pursue its options in a timely manner as set forth in this Agreement shall constitute abandonment of its position and settle the matter with prejudice in its entirety. If either party requires time extensions, probably to investigate or address a disciplinary matter under circumstances relevant to the charge(s), it shall present a written request setting forth the duration of the requested extension for approval by the other party which approval is not to be unreasonably delayed or withheld."

Time Periods
inserted per
Amendment Two (6)
AS

20. Section 16.01, Club Representatives (J, Page 9, Opinion)

Section 16.01, Paragraph 1, of the expired Agreement is to be deleted and replaced with the following for inclusion in the successor.

"Police Officers who are designated by the Club as representatives for the purpose of adjusting grievances or assisting in the negotiation or administration of this or future agreements shall make every effort to execute their responsibilities deriving therefrom during off-duty time. Such investigations shall be conducted in a non-disruptive manner and shall not impede the Department's efforts to respond to urgent or emergency situations. Where investigations cannot be conducted during

off-duty hours, representatives shall be permitted a reasonable amount of time from their regular duty to fulfill these obligations; however, not more than two (2) officers will be named per shift and not more than one (1) officer may investigate a specific grievance at any one time. Reasonable advance notice shall be given to the head of the Department, or his representative, stating, in brief, the reason for such absence."

21. Section 16.01, Club Representatives (K, Page 10, Opinion)

Section 16.01, Paragraph 2, of the expired Agreement shall be deleted and replaced by the following for inclusion in the successor Agreement."

"The Club may designate officers to attend the statewide conventions and meetings of the Police Conference of New York, Inc. in pursuance of their position as Police Officers. The number designated shall involve attendance not to exceed 13 person days, which attendance shall be without loss of pay or time to the designees. The Village will pay the expenses incurred in attending the annual convention of the Police Conference of New York, Inc. for up to three (3) individuals."

22. Section 16.02, Bulletin Board (A, Page 3, Opinion)

The following shall be added as a second paragraph to Section 16.02 of the expired Agreement for inclusion in the successor:

"The Union shall affix a stamp of its own choosing and initial materials, designating them as 'official Union documents' prior to posting. If the Employer deems any such postings to constitute material other than Union business and communications and to be disparaging and/or offensive, and it removes such materials, it shall promptly notify the Union of its action and shall preserve and retain the material to be produced at any stage of the grievance procedure which the Union may elect to pursue in response."

23. Section 16.03, Schools (B, Page 4, Opinion)

The successor Agreement shall include a new section designated as 16.03, Schools, and shall state as follows:

"The Village will post notices of police training courses, classes or seminars which come to its attention but, in so doing, shall incur no further obligations or liabilities relating thereto. Interested members wishing to pursue such opportunities may do so on non-work time and at their own expense with the approval of the Employer, which approval shall not be unreasonably withheld."

*CONNECT US PER
ANNOUNCEMENT TWO (5)
AD*

In the Matter of Interest Arbitration between

THE VILLAGE OF LANCASTER POLICE CLUB

and

THE VILLAGE OF LANCASTER, NEW YORK

PERB Case No. 189-14; M88-496

OPINION and AWARD

Amendment Two to Award

I. AMENDMENT TWO TO AWARD

The undersigned, constituting the duly-designated Public Arbitration Panel in the above-captioned Interest Arbitration, amend their Award as follows:

1. Section 4.01, Grievance Procedure (AB, Page 24, Opinion)

In addition to the previously specified clause for Step One, the successor Agreement shall state:

"The immediate Supervisor will reply, in writing, within five (5) calendar days of submission, unless this time is mutually extended in writing."

2. Section 6.01, Salaries (AI, Page 39, Opinion)

The tabulated adjusted salary agreement in the successor Agreement shall be expanded to include Police Officer (Starting) and Detective/Lieutenant positions, respectively, as follows:

<u>Position</u>	<u>Annual Salary^{1/}</u> <u>Dollars</u>	
	<u>Eff. June 1, '88</u>	<u>Eff. June 1, '89</u>
Police Officer (Starting)	\$16,914	\$17,878
Detective/Lieutenant	34,267	36,220

^{1/}Based on adjusted listing in expired Agreement

"The successor Agreement shall further state: Listing of a salary for Detective/Lieutenant herein does not connote or imply an obligation of the Employer to abrogate or reverse the determination of the Lancaster Village Board of May 9, 1983, wherein the position was abolished."

3. Section 8.03, Sick Leave upon Termination (X, Page 21, Opinion)

The awarded provision for Section 8.03 shall be restated as follows:

"When an Officer actually retires under the New York State and Fire Retirement System, or dies while still employed by the Village, the Village will pay to him or his estate eight (8) hours pay at the individual's then prevailing rate for each accumulated, unused sick leave day, with any fraction of a day being rounded up to the next full day."

4. Section 9.02, Copy of Record (S, Page 17, Opinion)

Section 9.02 of the successor Agreement set forth in the Award shall be revised to state as follows:

". . .been submitted prior to filing, the Employer will produce and provide. . ."

5. Section 16.03, Schools (B, Page 4, Opinion)

The original award language shall be struck and replaced with the following:

"The Village will post notices of police training courses, classes or seminars which come to its attention but, in so doing, shall incur no further obligations or liabilities relating thereto. Interested members wishing to pursue such opportunities may do so on non-work time at their own expense and where Employer approval is required for enrollment, such approval shall not be unreasonably withheld."

6. Section 14.01, Bill of Rights (AB, Page 26, Opinion)

The time limits in this provision shall be fixed as follows:

1. A disciplined Officer may file a written grievance within 30 calendar days after being served with Notice of Discipline.
2. The Employer shall not discipline Officers for events which occurred or should have been discovered more than ninety (90) calendar days prior unless discovered after the event in which case the 90-day calendar period shall run from the date of discovery.

Respectfully submitted,


Sumner Shapiro
Chairperson

Albany, NY
June 1, 1990

(see next page for Notary Public Jurat)

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

Sworn to before me this 19th day of
July, 1990.

Eleanor C. Ablett
Notary Public

ELEANOR C. ABLETT
Notary Public, State of New York
Qualified in Albany County
No. 4867320
Commission Expires Aug. 18, 1990

/s/ Edward G. Piworarczyk
Edward G. Piworarczyk
Employer-designated Panel Member
Concurring

_____, NY
_____, 1990

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

Sworn to before me this 20th day of
JUNE, 1990.

Patricia M. Casey
Notary Public

PATRICIA M. CASEY
Notary Public, State of New York
Qualified in Erie County
My Commission Expires April 14, 1992

/s/ _____
James Sugg
Union-designated Panel Member
Concurring Dissenting

_____, NY
_____, 1990

STATE OF NEW YORK)
)
COUNTY OF _____)

Sworn to before me this _____ day of
_____, 19____.

Notary Public

APPENDIX I

A comparison among jurisdictions gives rise to the need to place practices on a single, equivalent basis. The longevity payments provide an illustrative example. The Village of Lancaster pays \$350, \$450, \$550, \$600 and \$650 after 5, 10, 15, 20 and 25 years, respectively. This is relatively easily compared with the Town of Lancaster where the same service scale is employed though increments start at \$800/annum and advance in increments of \$100/annum for every five years. Tonowanda, on the other hand, commences with a \$300 longevity increment at five years and increases by \$50 per year each year through year 19, finally reaching \$1,000 after 20 years. We have converted these payments into equivalent, uniform annual payments for all jurisdictions. The actual calculations are shown in Section I of the appended work sheets for the Village and Town of Lancaster and Tonowanda. The results for all jurisdictions cited are shown in I-E. The mathematical process proceeds in the following steps.

1. Assume the employee will complete 30 years of service.
2. Assume that longevity increments are not paid when earned but, rather, are deposited in an account at an 8% compounded annual interest rate until the completion of the 30th year of service.
3. Determine the uniform annual payment which would have to be placed in a sinking fund at an 8%/annum interest rate to accrue the equivalent of the total found in No. 2, above, over the entire employment tenure. This is the equivalent annual payment which appears in Table I (Page 36, Opinion).

The vacation schedules are more easily compared and the annual equivalents were calculated by averaging the 30-year total on a per-annum basis. For purposes of

comparison, all vacations were assumed to be based on 7-day cycles. Each vacation schedule is implicitly annualized and was treated as such.

The sick leave buy backs were annualized based upon a uniform nominal \$120/day compensation. Buy backs were reduced to effective buy back days according to the formula in the jurisdiction. It was further assumed that all sick leave was paid in the form of buy back at the time of entitlement. These are annualized on the same basis as longevity increments.

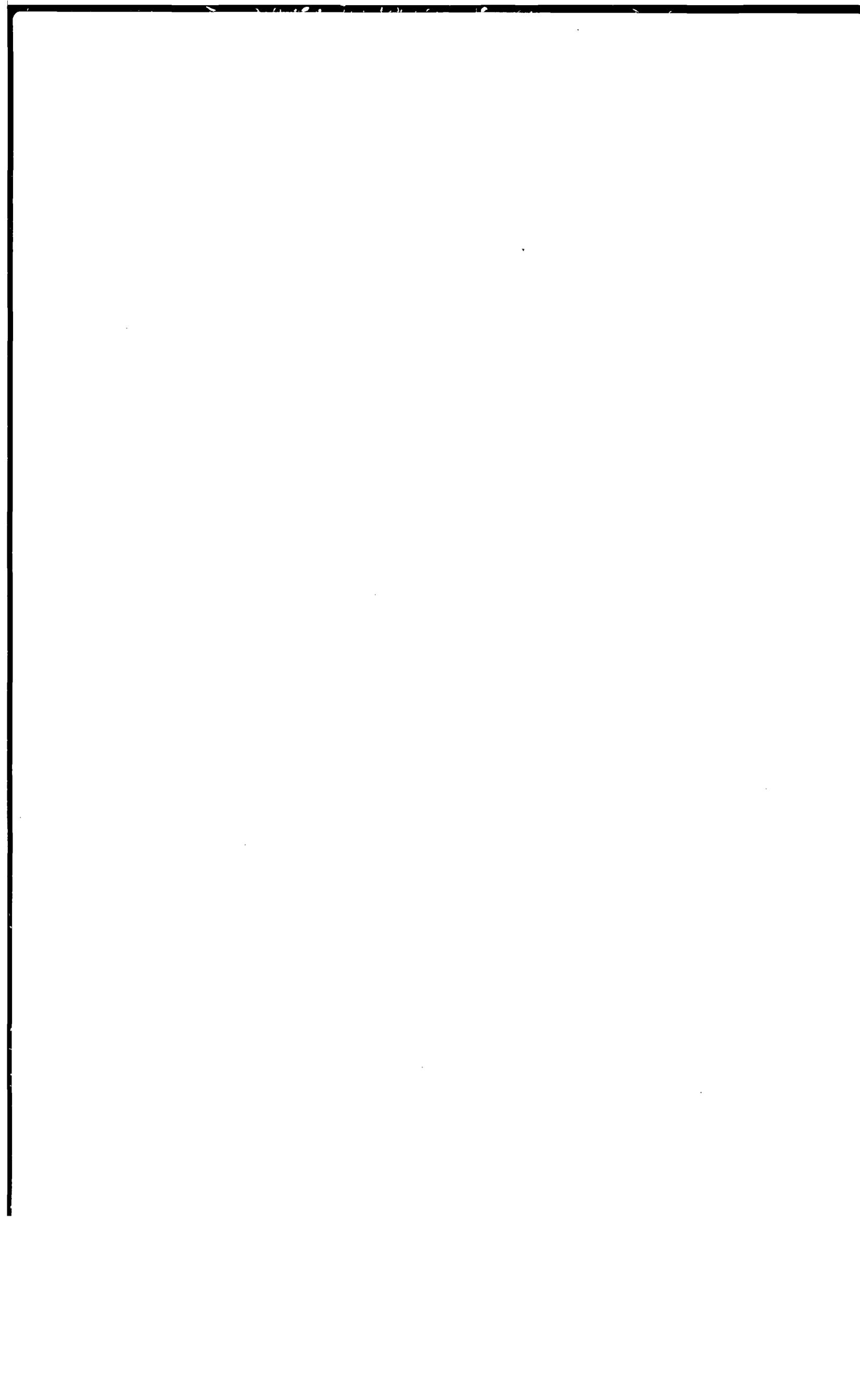
Shift differentials are, of course, implicitly annualized and the calculations are shown in Section IV.

Salaries, too, are implicitly annualized at the levels shown in the various salary schedules. The Employer's practice of correcting fiscal year to calendar equivalents was disallowed. The deferral of an increase from January to June does impact the first year but it can be shown that the long term effect is likely to be less than 0.0025 parts of a dollar which is insignificant relative to the degree of precision achievable in the process as a whole.

The values produced by this approach are affected by the underlying assumptions which include assumed career lengths and interest rates, among others. What should be noted is that we have been seeking short-term comparable indicators. All jurisdictions have been dealt with on a consistent basis but the effects may not be uniform. In the case of accrued sick leave, for example, the cost for days taken is higher than that of redeemed unused days in all cases because the former are paid for in present day dollars and the latter are paid for on a deferred basis in present-day dollar values. Moreover, where lower buy back ratios prevail, the Employer would need to accrue proportionately less as an accrued day may be paid as little as 45% or 50% of a used sick leave day

and that payment is deferred until retirement. However, these are not actuarial computations designed to establish a free-standing fund out of which the benefits will be paid. It is not realistic to assume that the value of a redeemed sick day will be only \$120 – say, 20 years hence. We, however, are dealing with present-day dollars and the relatively short term and the quantitative values we have employed will undoubtedly be repeatedly reviewed and refined in future years. Extrapolating from the past, the dollar payments will likely be of higher magnitudes but in cheaper dollars. Our calculations, in dealing with the present, do not pretend to reflect those considerations.

The attached work sheets are abstracted from a more extensive compilation to provide the parties with full knowledge of the approach employed in effecting compensation determinations in this proceeding.



IMPUTED FRINGE VALUE CALCULATIONS

I LONGEVITY - ASSUMES COMPLETION OF 30 YRS SUCR
IN ALL CASES

A. VILLAGE OF LANCASTER

LONGEVITY INCREASMT	PAYABLE AFTER — YEARS	NO YRS AT PUC	NO YRS MID POINT TO RET	TOTAL RECURS AT PUC	Terminal Date V
					VALUE END 30 YRS @ 8% INT.
350	5	5	22.5	1750	\$ 9887
450	10	5	17.5	2250	\$ 8651
550	15	5	12.5	2750	\$ 7196
600	20	5	7.5	3000	\$ 5343
650	25	5	2.5	3250	\$ 3939
				TOTAL	<u>35016</u>

✓ CALCULATION ASSUMES ENTIRE FIVE YEAR TOTAL PAID AT
MID POINT & DEPOSITED AT 8% / ANNUM UNTIL RETIREMENT
THIS EXPEDITES CALCULATION THOUGH SLIGHTLY IN ERROR
FOR EXAMPLE, \$550 / ANNUM 10 CEMENTS TOTALD SEPARATELY
WOULD ACCUMULATE TO NOMINALLY \$7500. THE DIFFERENCE
OF NOMINALLY \$300 WOULD AFFECT THE ANNUALIZED COST
BY ~~2~~ LESS THAN \$3. — ERRORS OF SUCH SMALL
MAGNITUDE ~~DO~~ DO NOT SIGNIFICANTLY IMPACT ON
FINDINGS AND THE EXPEDITED CALCULATING PROCEDURE
WAS DEEMED ADEQUATE.

B. TOWN OF LANCASTER

800	5	5	22.5	4000	\$ 22599
900	10	5	17.5	4500	\$ 17303
1000	15	5	12.5	5000	\$ 13085
1100	20	5	7.5	5500	\$ 9796
1200	25	5	2.5	6000	\$ 7273
				TOTAL	<u>\$ 70056</u>

C. TOWNSHIPS

300	5	1	24.5	300	\$ 1977
50/yr	6-19		17.5	4225	\$ 16246
1000	20+	10	5.0	10000	\$ 14693
					<u>\$ 32916</u>

D EQUIVALENT UNIFORM ANNUAL PAYMENT
30 yrs @ 8% / ANNUM

Let R_p = ANNUAL PAYMENT per \$
 $R_B = 0.0083$

JURISDICTION	TERMINAL DATE VALUE <u>VT</u>	EQUIV ANNUAL PAYMENT <u>(VT)(0.0083)</u>
TOWN LANCASTER	70056	* 618
VILL LANCASTER	35016	* 309
TOWN ANDA	32916	* 291

E. SUMMARY ALL CITED JURISDICTIONS

SHOW ALSO AVERAGE OR PAYMENTS = $VT/30$
 I.E. NO INTEREST INPUTED TO PERIODIC (ANNUAL)

PAYMENTS.

JURISDICTION	VT	AU <u>VT/30</u>	EQUIV ANNUAL <u>(VT)(0.0083)</u>	RANK EQUIV ANNUAL	AU
TOWN LANCASTER	70056	2335	618	1	1
TOWN HAMBURG	54099	1803	478	2	3
WEST SUECA	52191	1740	461	3	4
KENMORE (EMP DATA)	43057	1450	384	4	5
ONCHANO PARK	43045	1435	380	5	2
KENMORE (UNION DATA)	39262	1309	347	SEE EMP DATA (USE EMP DATA ONLY)	
BUFFALO	39194	1306	346	6	6
CHERRY TOWNSHIP	36880	1229	326	7	7
VILL LANCASTER	35016	1167	309	8	10
TOWN ANDA	32916	1097	291	9	8
LACKAWANNA	29906	997	264	10	9
DE PUE	26476	882	234	11	12
E AURORA	21552	718	190	12	11
VILL HAMBURG	17058	569	151	13	13

$\Sigma = 367$

II VACATIONS - 30 year total and Holidays/Year

A. Village Lancaster

SCHEDULE	TOTAL WKS PER 30 YEARS	HOLIDAYS
APRIL 1 yr - 2 wks	2	13
" 5 yr 3 wks	12	
6-9 + 1 day/2 yrs	12 + 2 Days	
10 4 wks	20	
15 5 wks	75	
	$\Sigma =$	121 + 2 D

B. Town Lancaster

SCHEDULE	TOTAL WKS PER 30 YRS	HOLIDAYS
Yr 2 - 1 wk	1	12
Yr 3 - 2 wk	2	
Yr 4-11	24	
Yr 12	3 + 1 Day	
13	3 + 2 "	
14	3 + 3 "	
15	3 + 4 "	
16	4	
17	4 + 1 "	
18	4 + 2 "	
19	4 + 3 "	
20	4 + 4 "	
21-30	50	
	Σ	109 + 20 Days

C TOWNSHIPS

SCHEDULE	TOTAL WKS per 30 yrs	HOLIDAYS
Yrs 2 & 3	4	13
4, 5, & 6	7 + 1 DAY	
7 & 8	6	
9 & 10	6 + 4 DAYS	
11 & 12	8 + 4 DAYS	
13, 14, 15	13 + 1 "	
16, 17	10	
18 - 30	70 + 1 "	
	<hr/>	
	124 + 11 DAYS	

D Summary OTHER JURISDICTIONS

JURISDICTION	TOTAL WKS UNC./30 yrs	HOLIDAY per annum	NOTE
BUFFALO	113	12	
E AMONA	112.6	12	ACTUALLY PART OF VACATION ALSO ADJUSTED DOWN FOR 4 DAYS/YEAR PERSONAL GIVE BALT IN 08
VILL HAMBURG	114.5	12	
VILL KEENMORE	115	13	
TWO CREEK TOWNSHIP	132 + 1 DAY	14	
VILL DE PAW	118	13	
TWO TOWNSHIPS	126 + 1 DAY	13	
TWO HAMBURG	121	13	
WEST SENeca	171	13	
LACTAWANA	160	13	
ONONDAGO PARK	115	13	

8

B. OTHER JURISDICTIONS

JURISDICTION	Annual Allowance Days	MAX ACCUM DAYS	Duy Back Pct	REF Duy Back Days
Town Lancaster	18	278	45%	125 (MUST RETIRE)
Buffalo	12 - 16 1/2	300	180 @ 1/3	60
Vill Hamburg	18	300	50%	150
Vill Depw	18	220		175
Chickadee	18	300	65%	195
Town Hamburg	15	300	50%	150
W Seneca	18	390	50%	195
Lackawanna	18	240	90%	216

III SHIFT DIFFERENTIALS

JURISDICTION	Premiums \$/hr	hr Premium @ hr	(hr)(Premium hrs/yr)	(% of Shifts on Premium)	DEPT hr/annum
Buffalo	0.15	0.15	(0.15)(4000)	(0.666)	400/annum
Klumpke	0.25 - 0.30	0.275	(0.275)(4000)	(0.666)	733 "
Chickadee ¹	0.25 - 0.35	0.30	(0.30)(4000)	(0.666)	800 / "
Townsend	0.30 - 0.60	0.45	(0.45)(4000)	(0.666)	1200 / "
W Seneca	0.35 except hr	0.35	(0.35)(2000)	(0.333)	233 / "
Lackawanna	0.25 - 0.30	0.275	(0.275)(4000)	(0.666)	733 / "
Orchard Park	0.15 - 0.25	0.175	(0.175)(4000)	(0.666)	467 / "

¹ Union claims 0.30 to 0.40 /hr - could NOT confirm

AGGREGATE 30 Yr Vac & Holiday
PAID BY VACATION

JURISDICTION	30yr Vac Wks	Holidays Per Year	Eqvnt Vac Adjusted to 13 holidays/yr (VEG)
West Seneca	171	13	171
Lackawanna	140	13	140
Cheektowaga	132	14	138
Tonawanda	126 + 1 day	13	126 + 1 day
Vill Lancaster	121 + 2 "	13	121 + 2 "
Twin Hamburg	121	13	121
Vill DePon	118	13	118
Vill Kenmore	115	13	115
Orchard Park	115	13	115
Vill Hamburg	114.5	12	108.5
BUFFALO	113	12	107
Twin Lancaster	113	12	107
E Aurora	112.6	12	106.6

TOTAL PAID 1989 \$^S OVER 30 YRS = PT

$$\cancel{PT = (VEG)(30)}$$

$$PT = (VEG)(\text{Wkly Sal})$$

$$\text{Wkly Sal} = (\text{ANNUAL SAL}) / 52$$

$$PT = \frac{(VEG)(\text{ANNUAL SAL})}{52}$$

LET PVA = ANNUAL VACATION PAY '89 \$^S

$$PVA = \frac{PT}{30 \text{ YRS}}$$

$$PVA = \frac{(VEG)(\text{ANNUAL SAL})}{(52)(30)} = \frac{(VEG)(\text{ANNUAL SAL})}{1560}$$

1

IV Sick Leave Buy Back

A. Vill of Lancaster

Permissible Redemption 288 Days @ 100%

MAX POSSIBLE REDUPTION

288 Days Yr 17

221 Days Yr 30

TOTAL 409 Days per 30 Yr Career

CONVERSION TO ANNUAL EQUIVALENT
ASSUMING CONSTANT \$ AT CURRENT LEVELS
OR NOMINALLY \$ 120 / DAY

1. REDUPTION AT YEAR 17

~~117~~
 $(120)(288) = \$34560$

2. VALUE OF 17TH YEAR REDUPTION

AT YEAR 30 ASSUMING 8%

PER ANNUM INTEREST

$$(34560)(1.08)^{13} = \$93990$$

3. VALUE OF 13 YEAR REDUPTION

AT YEAR 30 [221 DAYS]

$$(120)(221) = \frac{\$26520}{\text{At Yr 30}}$$

$$\sum \text{At Yr 30} \quad \$120510$$

ANNUAL PAYMENT R_B [SEE I-D ABOVE]

$$R_B = 0.0083$$

$$(120510)(0.0083) = \$1064 \text{ / ANNUM}$$

III REDUCED WORK WEEK 4/6 vs 5/7

A. Vill Lancaster

ASSUME 4 WKS VACATION/ANNUUM

$$52 - 4 = 48 \text{ WORK WEEKS}$$

$$\frac{(48)(7) \text{ DAYS}}{6 \text{ DAYS/CYCLE}} = 56 \text{ CYCLES}$$

$$(56 \text{ CYCLES})(4 \text{ WORK DAYS/CYCLE}) = 224 \text{ WORK DAYS PER ANNUM}$$

VS

$$\frac{(48)(7) \text{ DAYS}}{5 \text{ DAYS/CYCLE}} = 48 \text{ CYCLES}$$

$$(48 \text{ CYCLES})(5 \text{ WORK DAYS/CYCLE}) = 240 \text{ WORK DAYS PER ANNUM}$$

$$\Delta = 16 \text{ DAYS LOSS/ANNUM FOR 4/6 vs 5/7}$$

B. Vill Hamburg

HAMBURG HAS 5/2, 4/2 ALTERNATING

RESULTS IN 8 DAYS/ANNUM LOSS THAN

5/2 SCHEDULE

C. CONVERSION INTO δ VALUE PER ANNUM

ASSUMES UNIFORM RATE OF δ 30% / ANNUM

C 250 DAYS FOR ALL JURISDICTIONS. RESULTING

ERROR IS MINIMAL & CALCULATIONS ARE EXPEDITED