

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

**In the Matter of the Compulsory
Interest Arbitration Between**

TOWN OF GREEECE

and Case #IA 96-025; M96-125

**THE UNIFORMED PATROLMEN'S ASSOCIATION
OF THE GREECE POLICE DEPARTMENT**

Pursuant to Civil Service Law, Section 209.4

PANEL MEMBERS:

MONA MILLER
Panel Chair
2201 East Avenue
Rochester, New York 14610

RONALD C. EVANGELISTA
Public Employee Organization Member, President
Federation of Monroe County Police Officers
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Town of Greece
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APPEARANCES:

FOR: PATROLMEN'S ASSOCIATION

Mark Dobner, President

FOR: TOWN OF GREECE

Bernard Winterman, Labor Relations Consultant

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

MAR 09 1998

CONCILIATION

PROCEDURE:

New York State Public Employment Relations Board, pursuant to Section 209.4 of the New York Civil Service Law, designated a Public Arbitration Panel on February 24, 1997 for the purpose of rendering a determination of the impasse between the Town of Greece (hereinafter referred to as the Town) and the Uniformed Patrolmen's Association (hereinafter referred to as the Union).

The parties were unable to reach settlement during the negotiations following the expiration of the collective bargaining agreement December 31, 1995. The parties were unable to reach settlement through mediation and proceeded to interest arbitration before this panel. This panel was authorized by agreement of the parties to render a three (3) year Award for 1996, 1997 and 1998, pursuant to a resolution by the Town and the Association stating that the terms of this Award would be incorporated into the continuing Agreement.

The parties submitted pre-hearing briefs for the hearing held August 21, 1997 in Rochester, New York. The parties were afforded full opportunity to present evidence and argument and to seek clarification of one another's positions through questions and discussion. Following the presentations, the panel met in Executive Session on that date, on October 2, and again on November 17, 1997.

As required by Section 209.4 the Panel considered the following statutory basis (and other relevant factors) for reviewing the evidence and arguments and making its determinations:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;

- b. the interests and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

The parties supplied adequate documentation and testimony to support their positions. Basic demographic, economic, and financial data, including tables, charts, graphs, reports, and studies were presented to illustrate comparability factors, financial condition of the Town, peculiarities of the profession, and the prior agreements between the parties.

INTRODUCTION:

This Award covers 1996 and 1997. The difficulties presented by changes in the membership at the Panel have made it impossible to render a comprehensive or unanimous Award. Nor was it possible to reach agreements that would extend beyond two years.

Prior to the hearing, the original employer member of the Panel was replaced. PERB concurred in this early substitution, over the objection of the Employee Organization. Following the hearing, the Panel conducted several executive sessions and reached a tentative unanimous agreement on all items. A signature sheet was signed in anticipation of transmittal of the final version to the parties.

The Employer member of the Panel then withdrew his concurrence and submitted his dissent. He then resigned from the Panel despite the urgings of PERB to reconsider that decision. At that point neither the Employee member of the Panel nor the Panel Chair could sign an Award. Another replacement was named by the Town. She was not present at the hearing nor at the executive sessions, but participated in a final session in an effort to reach agreement.

These events have forced the Panel to withdraw the original, tentative agreements. Instead, this Award is limited to the two year statutory requirement and addresses some, but not all, of the issues originally submitted to the Panel for its consideration.

THE ISSUES:

The parties agreed to place the following issues before the Panel for determination in the Award:

MANAGEMENT RIGHTS
COMPENSATION
COMPENSATORY TIME BANK
EDUCATION INCENTIVE/EDUCATION BENEFITS
DENTAL INSURANCE
HEALTH INSURANCE
JURY DUTY
OVERTIME

Before the conclusion of this proceeding, the following issues had been withdrawn:

Work week/work day
Release time
Eye care

1. COMPENSATION

The Union offered comparison of salary for Greece police officers to those officers in the surrounding communities of Brighton, Gates, Irondequoit, Webster, and East Rochester. The Union acknowledges that the base salary for Greece officers is in line with those communities, but argues that other factors should be considered. The number of reported offenses (according to 1995 statistics) is higher in Greece than in all but one community (Irondequoit). In addition, the ratio of police officers to population is similar to that in other communities that have fewer offenses. Therefore, this police force has a greater work load.

The Union further argues that the CPI for 1996 (2.3% and 2.6%) and currently for 1997 at 3.4%, combined with the members' "huge" work load, warrants salary increases of 4.5% for each year of the award.

The Town has proposed wage increases of 3% for 1996, 3% for 1997 and 3% for 1998 with an added lump sum payment in the third year, which would not be added to base and would be payable in February, 1999. This proposal is premised upon the parties' agreement to the extension of the terms of the award for a third year and is contingent upon the Union's acceptance of the Town's proposal on health insurance. The compensation package is identical to the one offered to the Gold Badge Club and accepted by them. That unit of police sergeants and lieutenants and the Patrolmen's Association were combined until 1980 when the patrol officers split from the unit. The Town contends that the units should be treated in similar fashion; they do the same work, need to work closely with one another and should be treated in consistent ways by arbitration panels.

These patrol officers are the highest paid in Monroe County; when the twelve jurisdictions of police officers, including Sheriff Deputies and State Troopers, are

ranked for 1995, the maximum annual wage is highest in Greece, exceeding the average by six percent (6%). The average increase for the eleven other jurisdictions in 1996 was 2.49%.

The Town states that the wage increases in the expired three year agreement exceeded the index by almost three percent (3%). It also questions the CPI figures offered by the Union. The Town's estimate of 2.7% increase for the first six months of 1997 is from the all cities index, while the Union's figure of 3.4% is taken from a regional index.

DISCUSSION AND AWARD

There is no dispute that the patrol officers in Greece are well-paid, whether viewed in the context of compensation for other town employees, or compared to other police forces in Monroe County, or by considering the nature and quantity of the important public safety service they provide. Nor is the Town unwilling to see their compensation increased. There is no argument that the Town is unable to fund reasonable increases. The dispute centers on the appropriate amount for reasonable salary increases.

The proposals offered by each party are not unreasonable, but the arguments make clear that comparability is a major consideration. CPI increases have been relatively low, the officers are already well compensated, and what remains is an assessment of what is fair and equitable in consideration of the Town's agreements with its other employees, especially with the Gold Badge Club, and what will preserve, or at least not harm, this unit's position relative to the compensation of other police jurisdictions in the county.

In the Interest Arbitration Award between the Gold Badge Club and the Town in 1990, the public member paid close attention to the matter of maintaining the salary differential between the two units. He pointed out that they work closely

together, that there has been an historical pattern of maintaining that differential, and that if the two groups had remained a single unit, that differential would remain. Therefore, he concluded that "some pattern of equivalent raises, if not precise parity, should apply to the two closely allied law enforcement units" (Attachment A of the Town's Brief). This rationale for maintaining some degree of relationship between the units still provides guidance for determining a fair and reasonable salary increase in this impasse.

AWARD:

For 1996, the patrol officers shall receive a retroactive increase of 3%, payable two pay periods after the implementation of the new rates.

For 1997, the patrol officers shall receive a retroactive increase of 3%, payable two pay periods after the implementation of the new rates.

2. EDUCATIONAL INCENTIVE/EDUCATION BENEFITS

The current annual rates for educational incentive increments are as follows:

30 credit hours	\$100
Associate's degree	\$200
Bachelor's or Master's degree	\$300

The Union proposes these increases in the current incentive increments:

30 credit hours	2% of base pay
Associate's degree	4% of base pay
Bachelor's degree	6% of base pay
Master's degree	8% of base pay

The Union also sought an increase in the reimbursement rates for books and fees.

The Union argues for these increases as moderate rewards for police officers who need to be better educated, both to work with a population that is relatively well-educated and to be knowledgeable about the ever more complicated aspects of police work. The incentive added to base salary will encourage officers to gain more education and will help with the costs of college courses.

The Town contends that the Union's proposal would compound the education incentive by a percentage of base pay amounting to a 3.7% wage increase, based on 1995 salaries. While not denying the advantages of more education, the Town points out that the only basic educational requirement to be hired as a police officer is a GED. The Union's proposal is exorbitant. The Town further proposed that its reimbursement for tuition at the 75% rate be capped at a maximum of \$750 per year.

DISCUSSION AND AWARD:

The current payments for educational incentives have been in the collective bargaining agreements since 1988. This fact alone prompts the need for an upward adjustment. The Union argues the need to encourage more education for police officers; their work is increasingly complex. The Union also proposes percentage increases, but at a rate higher than is reasonable. The incentive recognizes the differential value attached to levels of education and should serve to motivate officers to acquire education.

AWARD:

The new annual rates for education incentives are effective December 31, 1997. Payment for education incentives is paid later in 1998, in April, according to the Panel.

<i>30 credit hours</i>	<i>.5% of base pay</i>
<i>Associate's degree</i>	<i>1.0% of base pay</i>
<i>Bachelor's degree</i>	<i>1.5% of base pay</i>
<i>Master's degree</i>	<i>2.0% of base pay</i>

No increase in the reimbursement rates for books and fees.

3. JURY DUTY

The Union is proposing new language for the Agreement for the benefit of officers who may be called for jury duty. The proposal calls for released time with pay and the ability to change work hours to attend jury duty as part of their regular work day.

The Town does not object to the concept, but proposes specific language to answer the problem expressed by the Union.

DISCUSSION AND AWARD:

No discussion is required on this item. The language is acceptable to the parties.

AWARD:

Employees will be granted a leave of absence with pay for any working time during which they are required to report for jury duty or jury service. An employee must notify his immediate supervisor no later than his first scheduled shift following receipt of notice of selection for jury duty or jury examination, and must provide proof of notice to his supervisor. For the purpose of this Article, pay shall mean regular base pay. Employees are expected to work all available reasonable hours of their schedule outside of those hours actually required for jury duty or jury duty examination.

An employee whose regular schedule encompasses the hours of 5:00 p. m. to 9:00 a. m. shall be considered to be on the day shift for the duration of his jury service.

4. OVERTIME

The parties asked the Panel to incorporate this modification of the language on overtime as part of the Award.

AWARD:

A. Whenever possible, overtime for road shortages will be offered to senior officers first. All details will be assigned, whenever possible, on an equitable rotating basis among all unit members....

B. A detail is defined as any time a pre-determined police presence is necessary for a specific function above the normal daily operational needs of providing basic police services.

C. Members who do not volunteer to work a particular scheduled or posted overtime detail waive their rights to be chosen to work that particular detail.

D. The Union President may, upon request, be allowed the opportunity to review the documentation of all scheduled or posted overtime and the names and hours worked by each member.

CONCLUSION:

All other terms and conditions except as modified by this Award or by agreement of the parties, remain the same.

Mona Miller

3/5/98

Mona Miller
Panel Chair

Date

Ronald G. Evangelista

2/25/98

Ronald G. Evangelista
Public Employee Organization Panel Member
I concur (~~do not concur~~) with the Above Award

Date

Joanne Calvaruso

2/18/98

Joanne Calvaruso
Public Employer Panel Member

Date

I concur (~~do not concur~~) with the Above Award