

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

DETERMINATION AND AWARD
CASE # 1A98-006 ; M97-416

IN THE MATTER OF THE COMPULSORY
INTEREST ARBITRATION

Between

TOWN OF TONAWANDA , NEW YORK
and

TOWN OF TONAWANDA POLICE CLUB, INC.

PANEL MEMBERS:

EDWARD A. SCHMIDT, PANEL CHAIR
102 Pinewoods Avenue
Tonawanda, New York 14150

MICHAEL J. VISHION, PRESIDENT
Town of Tonawanda Police Club, Inc.
171 Wendover Avenue
Buffalo, New York 14223

NORMAN J. STOCKER, DIRECTOR OF LABOR RELATIONS
Town of Tonawanda
1835 Sheridan Drive
Kenmore, New York 14223

APPEARANCES:

FOR THE TOWN OF TONAWANDA:

JOSEPH L. RANDAZZO, ESQ.

FOR THE TONAWANDA POLICE CLUB, INC.

W. JAMES SCHWAN, ESQ.

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
JAN 25 1999

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 July 17, 1998, for the purpose of rendering a determination of the impasse between the Town of Tonawanda and the Tonawanda Police Club.

A hearing was held in Tonawanda, New York at 8:00 A.M., on Wednesday, October 7, 1998. The parties were afforded full opportunity to present evidence and argument for their respective positions. Post hearing briefs were received on November 27, 1998.

As required by Section 209.4, the Panel considered the following statutory basis for reviewing the evidence and arguments in 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.

To support their respective positions, the parties submitted substantial evidence and documentation including economic and financial data, comparisons with other area police agencies and prior agreements between the parties.

The Panel met on December 1, 1998 and December 10, 1998 to discuss the issues in an attempt to resolve some of the outstanding issues. Ten issues were unresolved.

ISSUES:

The parties submitted the following issues for determination by the Panel:

1. Salary
2. Daily Rate
3. Shift Premium
4. Longevity
5. Cleaning allowance
6. Bereavement Leave
7. Health Insurance
8. Health Insurance Selection
9. Retirees enrollment in Medicare Part B.
10. Health and Welfare

AWARD:

Following the guidelines as set forth in Civil Service Law, Section 209.4, the Panel issues the following Award.

1.SALARY: Section 7.01

- a. 1998 Salary. Effective January 1, 1998, the classification and the basic annual salary schedule for Police Officers shall be increased by 2% in the same manner as previously.
- b. Effective July 2, 1998, the classification and the basic annual salary schedule for Police Officers shall be increased by 1.5% in the same manner as previously.
- c. Effective January 1, 1999, the classification and the basic annual salary for Police Officers shall be increased by 2% in the same manner as previously.
- d. Effective July 1, 1999, the classification and the basic annual salary schedule for Police Officers shall be increased by 1.5% in the same manner as previously.

e.. Effective January 1, 2000, the classification and the basic annual salary schedule for Police Officers shall be increased by 2 % in the same manner as previously.

f. Effective June 29, 2000, the classification and the basic annual salary schedule for Police Officers shall be increased by 2% in the same manner as previously.

2. DAILY RATE: Section 7.03:

Daily rate of pay effective January 1, 1998, shall be obtained by dividing the basic annual salary by 261. Daily rate of pay effective January 1, 1999, shall be obtained by dividing the basic annual salary by 261. Daily rate of pay effective January 1, 2000, shall be obtained by dividing the basic annual salary by 260.

3. SHIFT PREMIUM: Section 7.06:

In addition to the regular daily rate of pay, Police Officers shall be paid a shift premium as follows:

a. Third (afternoon) shift- Thirty (.30) cents per hour for each hour worked.

Forty (.40) cents per hour for each hour worked effective January 1, 1999.

b. First (night) shift - Sixty (.60) per hour for each hour worked.

Eighty (.80) per hour for each hour worked effective January 1, 1999.

c. Split Shifts. A Police Officer assigned to work a split shift in which four (4) or more hours are worked during a premium shift shall be paid a shift premium for all hours worked at the higher premium rate applicable.

4. LONGEVITY: Section 7.07:

Each Police Officer will be entitled to longevity pay in accordance with the following schedule. Longevity payments shall be made by the Town each calendar year on the first or second pay day in November, at the election of the Town, if

permitted by law.

LONGEVITY PAY SCHEDULE:

| | |
|---|-----------|
| Five (5) years of service | \$600.00 |
| Six (6) years of service. | \$675.00 |
| Seven (7) years of service | \$750.00 |
| Eight (8) years of service | \$825.00 |
| Nine (9) years of service | \$900.00 |
| Ten (10) years of service | \$975.00 |
| Eleven (11) years of service | \$1050.00 |
| Twelve (12) years of service | \$1125.00 |
| Thirteen (13) years of service | \$1200.00 |
| Fourteen (14) years of service | \$1275.00 |
| Fifteen (15) years of service | \$1350.00 |
| Sixteen (16) years of service | \$1425.00 |
| Seventeen (17) years of service | \$1500.00 |
| Eighteen (18) years of service | \$1575.00 |
| Nineteen (19) years of service | \$1650.00 |
| Twenty (20) years of service | \$1725.00 |

Each year after 20, the annual increase will be One Hundred Dollars (\$100.00).

For the purpose of applying the above schedule to Police Officers, they must work one (1) week in the calendar year in which their anniversary date would occur to be entitled to longevity pay.

5. CLEANING ALLOWANCE: Section 7.14:

Police Officers shall receive the sum of \$850.00, and effective January 1, 1999, each Police Officer shall receive the sum of \$950.00 for the cleaning of uniforms which shall be paid no later than February 15th of each year. Effective January 1, 1999, members of the Detective Bureau shall receive an additional sum of \$200.00. This cleaning allowance shall be pro-rated on a monthly basis in the first and last year of employment.

6. BEREAVEMENT LEAVE: Section 8.01:

In the event of the death of a Police Officer's immediate family, upon his/her request, the Police Officer shall be granted the following:

| <u>Family</u> | <u>Leave allowed</u> |
|-----------------------|---|
| I. Spouse | Four (4) work days from the date of death. |
| Children | |
| Mother | |
| Father | |
| Sister | |
| Brother | |
| II. Grandparents | Minimum of three (3) to a maximum of seven(7) calendar days off without loss of pay or other benefits form the day of death through the day of the funeral. |
| Father-in-law | |
| Mother-in-law | |
| Grandchildren | |
| III. Brother-in law | Day of funeral or memorial service. |
| Sister-in-law | |
| Grandparents (spouse) | |

During such Bereavement leave he/she shall be paid, however, only for his/her scheduled work days occurring within the above granted time. This time is for the purpose of attending the wake and funeral of the deceased member of the family.

In the event an officer is working the midnight shift (12 am to 8 am) the day following the funeral, he/she shall be granted one additional day off for that day.

In the event that a family member in Group II has a memorial service in lieu of a funeral, the Police Officer will be given three (3) calendar days off, from the date of the death. If a memorial service is out of town and additional time is needed, it will be at the discretion of the Chief of Police.

7. HEALTH INSURANCE: Section 11.01:

Section 11.01 E. (new second paragraph)

In the event a Police Officer dies, while employed as a police officer of the Town, has completed twenty (20) years of Town service and would have been eligible for retirement, his/her spouse will receive the same health benefits as if he/she retired.

8. HEALTH INSURANCE SELECTION: Section 11.02:

A. Those current employees referred to above presently in Traditional Blue Cross Blue Shield coverage on December 31, 1998 that select to move out of Traditional Blue Cross Blue Shield coverage to an HMO will receive a bonus of \$1800.00 for dropping two (2) single coverages and \$2600.00 for dropping family coverage from the Town to be paid as soon as practical after the selection.

C. Employees hired prior to January 1, 1996 that have selected HMO coverage have an opportunity to obtain traditional coverage as specified herein after January 1, 1996, during any open window period, without cost to that employee as long as the employee is selecting traditional Blue Cross Blue Shield for any of the following reasons:

1. Upon retirement of the employee, or in the event the employee wishes to change to Traditional BC/BS coverage after retirement. If the employee has previously received a bonus for opting out of the BC/BS, the employee will be required to repay the bonus.

3. Delete

4. (becomes #3)

Requests of employees hired prior to January 1, 1996 to move to traditional coverage will be granted for serious medical conditions other than provided by an HMO. These cases will be reviewed on a case by case basis by a committee consisting of two Town representatives selected by the Town and two Club representatives selected by the Club. The majority will rule in these cases. If the committee does not agree and there is no majority, then the matter will go to arbitration pursuant to Article IV of the Collective Bargaining Agreement.

9. RETIREES ENROLLMENT IN MEDICARE PART B: SECTION 11.04:

(add new paragraph)

Employees who retire must enroll in Medicare Part B when eligible.

(add new last paragraph)

Any Officer who retires, and requests Traditional coverage due to the portability, shall select an HMO if it offers similar portability and the Officer has no other reasons to need Traditional BC/BS under Section 11.02 C.

10. HEALTH AND WELFARE: SECTION 11.09:

The Town agrees to contribute \$300.00 towards a health and welfare plan for each unit member, per year. Effective January 1, 2000, the Town will contribute \$400.00 for each unit member per year. The contribution shall be fully paid into the fund by January 31, of each year.

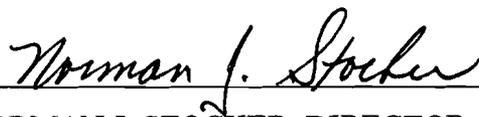
All other terms and language in the Agreement remain in effect, except as specifically modified in the Award.

x 
EDWARD A. SCHMIDT
PANEL CHAIR

1/19/99
DATE

x 
MICHAEL J. VISHION, PRESIDENT
TOWN OF TONAWANDA POLICE CLUB, INC.,
I (CONCUR) (DO NOT CONCUR) WITH THE ABOVE AWARD

1/19/99
DATE


NORMAN J. STOCKER, DIRECTOR OF
LABOR RELATIONS, TOWN OF TONAWANDA

1/19/99
DATE

STATE OF NEW YORK

COUNTY OF ERIE

I, EDWARD A. SCHMIDT do hereby affirm upon my oath as Panel Chairman that I am the individual described in and who executed the within Arbitration Award.

Date: 11/19/99



Edward A. Schmidt

State of New York

County of Erie

I, MICHAEL J. VISHION, do hereby affirm upon my oath as Employee Panel Member that I am the individual described in and who executed the within Arbitration Award.

Date: 1/19/99



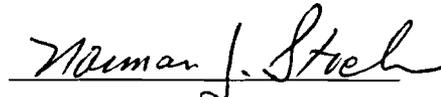
Michel J. Vission

State of New York

County of Erie

I, Norman J. Stocker, do hereby affirm upon my oath as Employer Panel Member that I am the individual described in and who executed the within Arbitration Award.

Date: 1/19/99



Norman J. Stocker