

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD, ADMINISTRATOR

N. Y. S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED
OCT 17 1975

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: In the Matter of the Compulsory :
: Interest Arbitration between :
: :
: TOWN OF WEST SENECA :
: :
: and :
: Red Jacket Police Club, Inc. :
: :
: ----- :

CONCILIATION

AWARD OF
PUBLIC ARBITRATION PANEL

Case No.: CA-0028
N75-2

BEFORE: Jacob D. Hyman, Public Panel Member and Chairman
Norman J. Stocker, Employer Panel Member
Allen Scioli, Employee Organization Panel Member

APPEARANCES

For the Town:
Earl C. Knight

For the Club:
Anthony J. DeMarie, attorney
James A. Ambruster, Club President
Richard Swinnich,
Robert E. Fiscus, Committee members

PROCEEDINGS:

On July 28, 1975, PERB, having determined "that a dispute continues to exist in negotiations" between the above named parties appointed the above Arbitration Panel "for the purpose of making a just and reasonable determination of this dispute". On August 8, 1975, on due notice to both parties, the hearing was held by the Panel in West Seneca at which extensive evidence and argument were presented to the Panel by the parties on the issues in dispute. On August 27, September 12, and September 29 the members of the Panel met and considered fully the evidence and arguments presented by the parties, the Report and Recommendations of the Fact-Finder dated April, 1975, Case No. M75-2, and the provisions of Section 209.4 of the Civil Service Law.

AWARD:

After full consideration in the light of the evidence and arguments of the parties and the statutory standards, the Public Arbitration Panel makes the following determinations with respect to the issues in dispute as its Final and Binding Award:

1. Seniority of Detectives (Sec. 5.05 of Club's proposed agreement): A sentence shall be added to Sec. 5.05 reading as follows: "Seniority shall control with respect to the scheduling of work, vacations, holidays, and personal leave, provided the Department's functioning is not placed in jeopardy".

2. Salaries (Sec. 7.01): "

a) First year salary increase: salaries shall be increased by ten percent (10%) retroactive to January 1, 1975 in accordance with the prior agreement of the parties that the increase shall be paid in equal dollar amount to all officers. This is in addition to the normal increment to which any officer may be entitled by reason of longevity or step movement.

b) Second year salary increase: during the second year of the Agreement salaries shall be increased by seven percent (7%) of the 1975 salaries or by a percent equal to the percentage change in the Consumer Price Index for the 12 months prior to September 1, 1975, whichever is the greater; provided, that the increase shall not exceed ten percent (10%).

3. Overtime pay (Sec. 7.05): compensation shall be paid at the rate of time and one-half for hours worked in excess of eight (8) in any one day or forty (40) in any week effective the first payroll period ending after October 1, 1975, but not applicable to court time or time spent in in-service training.

4. Longevity pay (Sec. 7.05): during the first year of the Agreement the following longevity schedule shall be adopted: after five years, \$100.; after eight years, \$150.; after ten years, \$200.; after fifteen years, \$300.; after twenty years, \$450. These increases are non-cumulative.

5. Court pay (Sec. 7.08): court pay shall remain as in the previous collective bargaining agreement.

6. In-service training (Sec. 7.09): Sec. 7.09 shall read as follows: "The Town will notify police officers, by posting, of law enforcement educational and training opportunities in order that police officers who are eligible and desire to attend may notify their superiors of their interest".

7. Bereavement leave (Sec. 8.01): this shall remain as in the previous collective bargaining agreement.

8. Personal leave (Sec. 8.03): the parties having previously agreed that the number of personal leave days shall be increased from three to four, the Panel determines and Awards that the Agreement shall provide that applications for personal leave shall be in writing and shall indicate whether the leave is desired to permit the officer to attend to legal matters, health matters, or family matters which are of an emergency nature and require his presence.

9. Retirement (Sec.12.01): the Panel determines and Awards that effective December 31, 1976 the Town shall revise its retirement program to make available for all eligible officers who desire to participate the non-contributory, twenty year plan under Sec. 384-d of the Retirement and Social Security Law and the improved career plan under Sec. 375-i.

10.a)New classifications (Sec. 13.02): the following provision shall be inserted as Sec. 13.02: "The Town agrees that in the event that it establishes new classifications within the negotiating unit, the Town will furnish the Club with new job descriptions and will confer and negotiate with the Club concerning the basic annual salaries for such classifications."

10.b)New classifications, posting (Sec. 13.03): the following provision shall be inserted in Sec. 13.03 after the previously agreed upon provision regarding posting: "The vacancy shall be filled by appointing a police officer possessing the necessary qualifications and experience. Where the qualifications and experience of two or more candidates for a non-competitive position are equal, however, their respective seniority shall be the basis upon which the assignment is made".

11. Civil Service Vacancies (Sec. 13.04): the following language shall be added to Sec. 13.04: "Within 60 days after the expiration of a prior list, the Town shall request the preparation and publication of a new list".

12. Lunch relief, Night Desk Lieutenant (Sec.16.02):
The following language shall be inserted in Sec. 16.02):
"The Department shall make every reasonable effort to allow Desk Lieutenants a duty free lunch period of one hour".

October 6 1975

Allen F. Scioli
Allen Scioli
Norman J. Stocker
Norman J. Stocker

Jacob D. Hyman
Jacob D. Hyman

October 6 1975

Jacob D. Hyman
Jacob D. Hyman

State of New York
County of Erie SS:

On this 6th day of October, 1975, before me personally came and appeared Jacob D. Hyman, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

[Signature]

Notary Public
Certificate Expires 3/30/76

Norman J. Stocker
Norman J. Stocker

State of New York
County of Erie SS:

On this 7th day of October, 1975, before me personally came and appeared ~~Norman J. Stocker~~, to me known and known by me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Charles B. Draper
CHARLES B. DRAPER
NOTARY PUBLIC, COUNTY OF ERIE, STATE OF NEW YORK
My Commission Expires 3/30/76

Allen F. Scioli
Allen Scioli

State of New York
County of Erie SS:

On this 10 day of October, 1975, before me personally came and appeared ~~Norman J. Stocker~~, to me known and known by me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Donald C. Henrich

DONALD C. HENRICH
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1977

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

Case No. CA-0028; N75-2

In the Matter of an Arbitration
Pursuant to Section 209.4 of the
Civil Service Law,

Between

Town of West Seneca

and

Red Jacket Police Club, Inc.

Discussion of Panel Chairperson

This arbitration proceeding was instituted with the filing by the Club of a petition received by PERB on June 10, 1975 and assigned the above case number. The petition stated that some 40 provisions in a collective bargaining agreement submitted by the Club to the Town Board had been agreed to by the parties. It then referred to about 17 issues on which it was stated that the parties were still in disagreement. Under date of June 18, the Town responded, listing 16 "items regarding terms and conditions of employment [which] have not been agreed upon between the parties". On July 28, 1975 PERB, having determined "that a dispute continues to exist in negotiations" between the above named parties, designated a Public Arbitration Panel, comprised of Norman J. Stocker, Employer Member, Allen Scioli, Employee Member, and the undersigned, Public Member and Chairman "for the purpose of making a just and reasonable determination of this dispute".

On August 8, 1975 the hearing was held by the Panel in West Seneca on due notice to both parties, at which extensive evidence and argument were presented bearing upon those issues in dispute.

Among the materials presented to the Panel were the recommendations of the Fact-Finder (hereinafter referred to as "Recommendations"), along with the full discussion by the Fact-Finder of the positions of the parties, the factual evidence on which he relied, and the reasons for his recommendations. At the hearing, the parties stipulated that several issues previously in dispute had been resolved, leaving 12 issues for determination by the Panel. These are, in the order and with the paragraph numbers given to them in the Club's proposed agreement (most of the provisions of which have been agreed to): § 5.05, Seniority of Detectives; § 7.01, Salaries; § 7.03, Overtime Pay; § 7.05, Longevity Pay; § 7.08, Court Pay; § 7.09, In-service Training; § 8.01, Bereavement Leave; § 8.03, Personal Leave; § 12.01, Retirement; § 13.02, New Classifications; § 13.04 Civil Service Vacancies; and § 16.02, Lunch Hour Duty.

On August 27, September 12, and September 29, the members of the Panel met to consider and discuss the evidence and arguments of the parties.

In considering the issues, it is well to recall at the outset that the prime statutory requirement imposed upon the Arbitration Panel is that they make "a just and reasonable determination of the matters in dispute". In arriving at such a determination, the Panel is authorized "to adopt any recommendation made by the Fact-Finder". This provision implies that some weight may be given to the recommendations of the Fact-Finder. It is therefore appropriate to note that the Fact-Finder in this case had submitted an extensive review of the evidence and contentions of the Parties and the reasons for his

conclusions. The Panel is also required, to the extent that they are applicable, to consider: (a) a comparison of the wages, hours and conditions of employment of the employees involved with those of other employees performing similar services under similar working conditions and 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 any peculiarities in the particular trades involved with other trades; and (d) other factors traditionally taken into account in determining wages, hours and conditions of employment. In this statement of controlling standards, it is apparent that comparison with other communities is likely in most cases to provide the most reliable guide toward a proper determination.

Of the 12 issues remaining for consideration by the Panel, five relate directly to compensation.

The evidence submitted by the parties on the basic issue of the salaries and related compensation to be paid to members of the Department related largely to comparisons with nearby towns, villages, and cities in Western New York. At the outset it should be noted that the Town's Police Force has a total of 61 officers: 44 patrolmen, 7 desk lieutenants, 7 patrol lieutenants, and three captains. The total direct payroll for the force, excluding the Chief, is \$684,600. in 1974.

Although the statutory standards do not include reference to the cost of living, as they do in compulsory arbitration for hospitals and care centers, such consideration is clearly relevant to a "just and

reasonable determination" of the wage level and also is a factor traditionally taken into consideration in determining wages and conditions of employment. Considerable time was spent at the hearing and considerable evidence presented, on the relationship of the wages of West Seneca Policemen in recent years to changes in the cost of living. The Town presented data purporting to show from 1968 to 1974, inclusive, a 52.5% cost of living rise as compared with a 58% average wage increase for the Police Department. But the latter computation was made by a simple average of the percentage increases over the 7 year period, computed separately for each of the five ranks (patrolman, detective, desk lieutenant, patrol lieutenant, and captain). There are three captains on the force of 61 and they received the highest percentage increase, 64%. During that period, the starting rate for patrolmen increased only 50%. The latter would seem to be a more representative figure for comparison of the movement of salaries with cost of living, considering the number of men involved and the necessity for a reasonable starting salary to assure the recruitment of competent personnel. The final annual salary of patrolmen increased 55% in that period. As is evident, even on the Town's presentation, salaries have barely matched the rise in the cost of living.

The Club introduced evidence showing that there was a 21% increase in the starting patrolman's salary from 1970 to 1974 as against a cost of living increase of 37%. That figure seems to overstate the gap on the other side, since it includes increases in the Consumer Price Index to August 1975, and it is clear that there will be some salary increase for the members of the force for the year 1975, which the parties have

agreed will be retroactive to January 1, 1975. To December 1974 the cost of living increase was 27.8%, which is still higher than the increase in starting patrolman's salary. In attempting to get a more precise idea of the relative movement of salaries and cost of living, the period 1970 to 1974 selected by the Club seems to be more realistic, in view of existence of wage and price controls during the earlier period and, more importantly in view of the fact that in the rapidly changing conditions of our economy, five years seems long enough to get a reasonable picture of trends. Data published in the Monthly Labor Review of the United States Department of Labor, Bureau of Labor Statistics, in December 1974, indicate that the Consumer Price Index averaged, for the year 1970, 116.3; 1971, 121.3; 1972, 125.3; and 1973, 133.1. This represents an increase of about 14% for the year 1973 over the year 1970. From December 1973 through October 1974 the Index rose approximately another 10.5%. The rate of increase for each of the first three quarters in 1974 was substantially above the rate of increase for each of the quarters in 1973. The Wall Street Journal for September 4, 1975, p. 1, col. 6, reports that the Consumer Price Index rose almost 10% for June 1975 and about 15% for July 1975.

It is clear from the evidence in this case that the basic salary level of the West Seneca Police Force has not kept pace with the rise in cost of living in the past few years, and that a substantial adjustment in basic salary is necessary for a fair determination of the salary issues in dispute here. The 10% increase recommended by the Fact-Finder for the 1975 contract year would seem to do little more than keep pace with the rising cost of living in 1975. Since the cost of living is continuing to rise, apparently at an accelerated rate

again, the absence of any increase in the salary level for 1976 would substantially restore the discrepancy between the cost of living and salary which would be approximately corrected by the projected increase in salary for the year 1975.

In presenting their evidence with respect to comparative wages and salaries of other police departments in similar communities in Western New York, there were some points of disagreement between the parties and there remain a few gaps in the available factual data. The record as presented to the Fact-Finder, and as summarized by him, however, clearly indicates the soundness of his conclusion that the basic wages of the patrolmen in West Seneca were substantially below those of patrolmen in comparable communities in 1974.

The Towns of Amherst, Cheektowaga, Hamburg, Lancaster, and Tonawanda have frequently been referred to by the Parties. Although varying in size, they are all suburban in character, close to the center of the Buffalo Metropolitan Area, subject to the same general trends in prices and employment, and sufficiently similar in social and economic characteristics to present very similar problems of policing. The collective bargaining agreements covering the years 1973 and 1974 were available for all of these Towns and for 1974 and 1975 for all except Amherst, which was said to be in compulsory arbitration. More specifically, with respect to basic salaries in 1974, the record shows, for Patrolmen, the following:

TOWN POLICE SALARIES - 1974
(In Thousands of Dollars)

West Seneca	Amherst	Cheektowaga	Hamburg	Lancaster	Tonawanda
\$9.2- \$11.4 in 5 steps, after 1974 cost of living adjustment.	\$8.8 to \$12.2 in four steps.	\$10.4- \$12.0 in six annual steps.	\$10.1- \$11.9 in 3 annual steps.	\$11.2 after 2 years (with 1974 cost of liv- ing adjust- ment)	\$9.4- \$12.2 in 3 steps. (1973 scale with 7.5% cost of living adjustment).

Clearly West Seneca was not at a comparable level in basic salary. The number of steps required to reach the top of the scale, furthermore, was larger in West Seneca than in most of the Towns; the longevity increments were less; and the same was true with respect to allowances for purchase and care of uniforms.

With respect to changes in the wage level for 1975 and 1976, as a result of the recent negotiations, the picture presented by the evidence may be summarized as follows, assuming that West Seneca Police Officers were to receive the 10% and 7% increases recommended by the Fact-Finder. It should be noted that in computing the results of this possible increase, the parties have agreed that the percentage increase should be applied to the total payroll and the increase given to the officers in equal dollar amounts to each officer on the force of 61. (On the basis of a 1974 payroll of \$684,600, an increase of 10%, or \$68,460, divided by 61, would give an \$1,122 increase to each officer. The \$68,460 increase for 1975 added to the \$684,600 payroll for 1974 would give a base payroll of \$753,060 for 1975. Seven percent of this is \$52,714, which, divided by 61, yields \$864. as the amount of basic salary increase for each officer for 1976 if the cost of living adjustment does

not exceed 7%. These dollar increases for the two years would bring the patrolman's starting salary to \$11,200 and the top to \$13,400. This compares with the salaries for 1975 and 1976 for the other Towns listed above as follows:

TOWN POLICE SALARIES, 1975, 1976

For 1975:

West Seneca	Amherst	Cheektowaga	Hamburg	Lancaster	Tonawanda
\$10.3- 12.5 (10%)	In arbi- tration.	\$11.5-\$13.2 (c. 10%)	\$10.2- 13.3 (12%)	\$12.6 (top) (11%)	\$10.1- 13.2 (8.2% Arb.)

For 1976:

\$11.2- 13.4 (7%)		\$12.3-\$14.2 (c. 7%)	\$11.0- 14.2 (7.8%)	\$13.6 (8% C/L)	\$10.9- 14.3 (8% Arb.)
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There may be some minor discrepancies in the foregoing figures, because some of the increases were given on a percentage basis, others on a dollar basis. But the general picture emerges quite clearly. The consequence is that, even with the recommended increases, the salary level in West Seneca will not be at the level of comparable Towns.

The next largest compensation item concerning which there was a dispute involves retirement. Without going into detail on the complexities of New York State's retirement systems, it is enough for present purposes to note that the West Seneca Police Department has been under a statutory system which permits retirement after 25 years of service. For some years now, newer retirement plans have been available which, while differing in some details, differ most importantly in that retirement is possible after 20 years. This newer arrangement is

available under § 384(d) of the law. The Fact-Finder recommended that the police officers in West Seneca be given the option in the second year of the contract, 1976, to elect to transfer to the 20 year, 284(d) plan. This was the only recommendation of the Fact-Finder which, in addition to the basic salary proposals, would have a significant impact on the total payroll costs to the Town of operating the police force. The Town originally estimated at the hearing that the cost of instituting the 284(d) plan would be \$80,000. This was apparently based on the assumption that the plan would be adopted by the entire force. The Club presented additional information indicating that only 43 of the men on the force were eligible, and recalculated the costs on this basis. This correction seems warranted, and assuming that all eligible men would elect to take advantage of the plan, the total additional cost would be in the neighborhood of \$50,000, which equals approximately 7% of the basic payroll for 1974 and 6.6% of the basic payroll for 1975, assuming the 10% increase in 1975.

However, while the Town is required to make this full payment during the first year of the program, the plan provides that the Town will receive a credit against that amount during the second year of the plan. The purpose of the payment is to assure the Town's meeting its initial obligations under the plan. The Chairperson checked the cost aspect of the 20 year plan with Mr. Ewin Wilson of the Retirement Fund. He advised, as reported by the Club, that if the plan becomes effective for the year 1976, the Town will be billed early in 1976 for the cost of the Plan, for the Fund's fiscal year, April 1, 1975 to March 31, 1976. The rate is 38.4% of the salaries of those participating except that it is lower for those entering the service

after July 1, 1973. This charge must be paid by the Town before the end of the Town's current fiscal year, i.e., before December 31, 1976. Since the Plan will not have been in effect for any part of calendar 1975, the Town will be credited with that portion of its 1976 charge attributable to 1975 employment, against its charge for the Plan for the Fund's fiscal year April 1, 1976 to March 31, 1977. Hence, the final impact upon the Town of the adoption of the new plan will be cushioned. In view of the substantial nature of the "increase" in cost to the Town, the Panel concluded that the 20 year plan should become effective as of December 31, 1976.

In presenting its case with respect to the salary and retirement adjustments, the Town made no serious effort to demonstrate and there is not evidence showing that it was at present or in immediate expectation of suffering any serious financial problem. On the record, there is no showing that the Town would be unable readily to make the adjustments which have just been discussed. Rather the Town's principal argument in opposition to the Fact-Finder's recommendations was that the salary increases plus the retirement adjustment would in the aggregate amount to an increase of approximately 25% to 30% in payroll costs, and that this was so far out of line with collective bargaining settlement in comparable communities in the area as to be totally unreasonable and unacceptable. Again, recognizing that these computations are only approximate, it should be noted that the known adjustments for 1975 and 1976 for Cheektowaga in direct salary increase run to a total in excess of 17%, for Lancaster, close to if not in excess of 20%, for Tonawanda, in excess of 16%. Furthermore, the Cheektowaga settlement includes, in addition to salary adjustments

of 17% plus, the addition of the 20 year retirement program. Similarly, in Lancaster. It still remains the case that the settlement in West Seneca would be higher than that of the comparable Towns. On the other hand, given the fundamental determination that at the end of the 1974 agreement year West Seneca was behind the other comparable Towns in basic salary, there would be no possible movement toward comparability unless the settlement in West Seneca were higher than that in the other Towns. Looking at the statutory standards, it seems clear that, in the absence of a showing of lack of capacity to pay, or injury to the welfare of the public, a higher settlement is justified for West Seneca in order to make a substantial step toward the comparability which the statute lays down as the primary standard for arbitration determinations. In this connection, it should also be noted that the Town of Hamburg already had the 384(d)-20 year retirement plan in effect, as do Amherst, and Tonawanda. Retirement represents more than basic compensation and basic payroll costs. It represents an important facet of working conditions which has to be evaluated to some degree on its own terms. Considered from this perspective, it is clear that West Seneca, in the absence of the adoption of the 20-year plan, would be less than comparable to the other Towns on a matter of very considerable importance in the terms and conditions of employment.

Various other demands involving compensation were made by the Club in its initial proposal. These included a request for a flat \$1,500 and \$1,000 annual increase for the two successive years of the contract, respectively, plus cost of living adjustment; holiday pay;

cost of tuition and books; increases in sick leave benefits; time and one half for overtime; medical insurance for retiring officers; etc. Some of these were not recommended by the Fact-Finder or recommended with modifications. Others, including some recommended by the Fact-Finder, were dropped by the Club during the course of the arbitration proceedings. Those accepted by the Town before or during the hearing, and therefore not before the arbitration panel, are as follows:

increased clothing allowance (§ 14.01 of the proposed agreement); adjustment of salary of Juvenile Aid Officer to Detective scale (§ 7.01); reduction in steps to top pay of rank (§ 7.01). The total cost of these items does not substantially affect the cost consequences of the proposed agreement with the salary and retirement adjustments awarded above.

Unresolved issues having some measurable economic impact which require determination by the Panel are a demand that work beyond 8 hours in any day and 40 in any week be compensated at the rate of one and one half times the regular rate (§ 7.03) of the proposed agreement); compensation for time spent in court at one and one-half times the regular rate (§ 7.07); time and one-half compensation for required in-service training (§ 7.09). The Panel determined that time and one-half should be paid for hours in excess of eight per day or in excess of 40 per week, effective the first payroll period ending after October 1, 1975, but not applicable to court time or time spent on in-service training. The fairness and widespread acceptance of time and one-half for overtime work are obvious; the same considerations do not apply with comparable force to court time and time spent on in-service training. Finally, the Panel determined

comparability called for the increases in Longevity pay recommended by the Fact-Finder.

There remain for consideration several issues in dispute which do not involve substantial or readily calculable economic costs.

The first of these involves seniority for Detectives (§ 5.05). The Panel determines and awards that a sentence shall be added to § 5.05 reading as follows: "Seniority shall control with respect to the scheduling of work, vacations, holidays and personal leave, provided the Department's functioning is not placed in jeopardy."

The Panel determines and awards that the following provision shall be made with respect to voluntary in-service training opportunities (§ 7.09): "The Town will notify police officers, by posting, of law enforcement educational and training opportunities in order that police officers who are eligible and desire to attend may notify their superiors of their interest".

Personal leave, § 8.03: The parties had previously agreed that the number of personal leave days be increased from three to four. The Panel determines and awards that application for personal leave shall be in writing indicating whether the leave is desired in order to permit the officer to attend to legal matters, health matters, or family matters which are of an emergency nature and require his presence.

New Classifications, non-civil service positions, § 13.02: The Panel determines and awards that the following provision shall be inserted: "The Town agrees that in the event that it establishes new classifications within the negotiating unit, the Town will furnish the Club with new job descriptions and will confer and negotiate with the

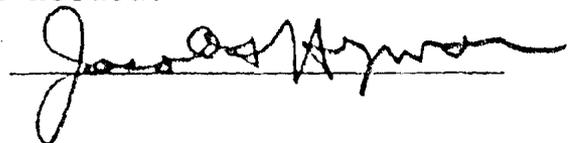
Club concerning the basic annual salaries for such classifications".

Filling non-competitive vacancies, § 13.03: The Panel determines and awards, in accordance with the recommendations of the Fact-Finder, that the following provisions be included in § 13.03 after the agreed provisions as to posting: "The vacancy shall be filled by appointing a police officer possessing the necessary qualifications and experience. Where the qualification and experience of two or more candidates for a non-competitive position are equal, however, their respective seniority shall be the basis upon which the assignment is made."

Civil Service vacancies, § 13.04: The Panel determines and awards that § 13.04 include the following language: "Within 60 days after the expiration of a prior list the Town shall request the preparation and publication of a new list."

Lunch relief for night Desk Lieutenant, § 16.02: On this issue the Fact-Finder recommended the following language: The Department shall make every reasonable effort to allow Desk Lieutenants ~~on~~^a duty free lunch period". Nether party identified this as an issue in dispute except with respect to the length of the lunch period. The Panel determines and awards that the words "of one hour" shall be added to the provision quoted above.

Bereavement Leave, § 8.01: No sufficient reason has been advanced to require modification of the present provision granting three days' leave for death in the immediate family, with discretion in the Chief to grant two additional days where needed.



Buffalo, New York

October 6, 1975