

PUBLIC EMPLOYMENT RELATIONS BOARD ADMINISTRATOR

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CONCILIATION

In the Matter of the Dispute Between *
*
VILLAGE OF HAMBURG, NEW YORK *
*
-and- *
*
HAMBURG POLICE UNIT, C.S.E.A. *

Case No.: CA-052-M75-395

Before a Tripartite Public Arbitration Panel:

Edward Ashcroft, Appointed by the Police Department Association
Robert Allen, Appointed by the Village
Rodney Dennis, Public Panel Member and Chairman

Appearances

For the Village:

George R. Hebard, Chief Negotiator
Francis L. Conroy, Chief of Police
Aubrey Brownell, Village Trustee

For the Police Department Association:

Laurence R. Nye, Negotiator
Robert E. Young, C.S.E.A. Field Representative

Pursuant to Section 209.4 of the Civil Service Law of the State of New York the aforementioned panel was selected through the procedures outlined in that law to hear and decide on the contract dispute that exists between the Village of Hamburg and the Hamburg Police Department, CSEA unit. Arguments from both sides were presented to the panel on the following issues:

1. Salaries
2. Education allowance
3. Super seniority for the union president
4. Vacation days
5. Retirement benefits

BACKGROUND

The current collective bargaining agreement between the Village of Hamburg and the Hamburg Police Department, CSEA unit, expired on May 31, 1975. Negotiations between the village and the police unit for a new contract began in January 1975. In the late summer of 1975, a PERB mediator met with the parties. The mediator was not successful in obtaining an agreement and on September 17, 1975, a fact-finder was assigned to the dispute by the New York State Public Employment Relations Board. The fact-finder met with the parties on October 2, 1975 to clarify the issues, held a hearing on October 6, 1975, and issued his report on October 14, 1975.

Additional attempts at mediation were made subsequent to issuance of the fact-finding report. Some individual items were tentatively agreed to, but since a number of issues as recommended by the fact-finder were not acceptable to the police unit, the unit requested arbitration. The village indicated in writing that it would accept reluctantly the fact-finding report in an effort to reach an agreement. A public arbitration panel as authorized under Section 205.4 of the Taylor Law was established and the panel convened a public hearing in the matter on February 23, 1976 at 1:15 p.m. in the Village Hall in Hamburg, New York. The hearing was attended by a number of police officers, the mayor of the village, and numerous village trustees. At the outset of the proceeding, the procedures for the hearing were explained by the chairman, who also read aloud the criteria to be used by the panel in making its decision on the issues. The hearing was officially closed at 4:00 p.m. on the same day. The public arbitration panel retired to executive session to consider the issues and to again review the requirements of the law and the criteria to be considered

when making an award. The panel, mindful of these requirements and the arguments presented on each issue, made the following awards.

SALARIES

Position of the Parties: The Village

The village is willing to accept the fact-finding recommendation of a 9 percent increase for the period June 1, 1975 to May 31, 1976 and a 7 percent increase for the period June 1, 1976 to May 31, 1977.

In support of its position, the village presents the following arguments:

1. The fact-finder's recommendation comes on top of a long history of substantial increases over the past few years. The village presented data (Village Exhibit #5) indicating salaries for police officers had increased 62.9 percent since 1968, while the cost of living had only increased 55.8 percent. Simultaneously with this salary increase, the village also increased the value of the police pension system by 35.5 percent.
2. The fact-finder's recommendation of a 9 percent salary increase for the current year will place the village police unit near the top of all village police salaries in the surrounding area (Village Exhibit #6). The village feels that, by comparison, the police unit is doing very well in regard to salaries and sees no logical reason for changing the relationship.
3. The 16 percent salary increase over two years recommended by the fact-finder and agreed to by the village is in line with other police settlements and

fact-finding recommendations in the area (page 3 of Village Exhibit #5).

4. When the value of other benefits already won in this round of bargaining are added to the fact-finder's recommendations on salary, the total cost of the settlement will be substantial.

Position of the Parties: The CSEA Unit

The CSEA unit is requesting a 10 percent salary increase for each of two years.

In support of its position, the police unit makes the following arguments:

1. The cost of living has risen at least 10 percent over the first year in question and, even though it appears to be rising in the future at a rate less than 10 percent, the cost of essential services are rising and a 10 percent increase in the second year of the contract will help to offset these major price increases.
2. The village can afford to pay the 10 percent each year.
3. The village offer of a 7 percent increase in the second year is related to its settlement with the DPW at 7 percent for only a six-month period, not a full year; this certainly will be increased when the next round of bargaining comes up.

Opinion and Award

The panel, in arriving at its recommendations on salary, reviewed the criteria set forth in the law as well as discussed the facts and exhibits submitted by both sides. The panel felt the police unit would

be doing very well if it received the fact-finder's recommendation of 9 percent and 7 percent, respectively. This would certainly place members of the unit among the higher-paid village police forces in the area. The union's argument that the cost of living is decreasing but certain other prices are rising (and therefore a 10 percent increase should be granted for both years to offset these selected price increases) was not persuasive. If the union bases its major argument on cost-of-living data, it must not switch to another argument if cost-of-living data puts them at a disadvantage.

The ability to pay or inability to pay arguments were ignored by both sides. It is the panel's feeling that the fact-finder's recommendation was well within the employer's ability to pay as is this award. The panel, in order to avoid confusion and to maintain the general concept of tying the second year of the police salaries to the cost of living index, has unanimously agreed to the following:

AWARD

All employees covered by this Agreement shall receive a 9 percent (9%) salary increase effective June 1, 1975 through May 31, 1976; effective June 1, 1976 through May 31, 1977 they will receive a salary increase of 7 percent (7%) or of the percentage increase in the cost of living between June 1, 1975 and June 1, 1976 as determined by the United States Bureau of Labor Statistics for Buffalo, New York, whichever percentage is greater.

EDUCATION ALLOWANCE

Position of the Parties: The Village

The village is not willing to offer any premium pay for educational improvement of police officers.

In support of its position, the village presents the following arguments:

1. Sufficient training programs are available through other sources to keep the police current with advancing police science.
2. Only one other village in Erie County pays a premium for college training.
3. Adding the educational benefit to the total cost of the police package adds further to already excessive costs.

Position of the Parties: The CSEA Unit

The police are demanding a salary premium of 2.5 percent for completion of an associate's degree and 3 percent for completing a bachelor's degree in criminal justice.

In support of its contention, the police unit presents the following arguments:

1. Complexity of police work demands regular and continuous education in order to efficiently function as a policeman.
2. The training programs offered to policemen are not sufficient to adequately educate them and a good policeman must pursue additional education on his own.
3. It is a cost to the taxpayers to have an uneducated policeman on the street.

Opinion and Award

The panel was impressed with the arguments made by the union for some type of recognition and reimbursement for the extra work a police officer is willing to put into obtaining a degree in criminal justice.

Many other categories of employees in public service do receive educational differentials and there is certainly some justification for offering it to police officers if the public served is the beneficiary of the extra education. The panel, however, was not impressed with the level of extra compensation sought by the CSEA unit, but was willing to unanimously agree to the following:

AWARD

Police officers completing an associate's degree in criminal justice or police science shall receive \$100 additional salary over and above their normal salary. Police officers who complete a bachelor's degree in criminal justice or police science shall receive \$200 additional salary over and above their normal salary. If a police officer receives a \$100 premium for an associate's degree and then goes on to complete a bachelor's degree, he shall receive only \$100 in additional salary for the completion of a bachelor's degree.

SUPER SENIORITY FOR UNION PRESIDENT

Position of the Parties: The Village

The village is not willing to offer the union president any shift preference.

In support of its position, the village presents the following arguments:

1. This issue does not belong on the bargaining table.
2. The fact-finder has recommended against it.
3. The present system of shift assignment is already very complex and meeting with limited success. To give the union president preference will further complicate an already awkward system.

4. It is unfair to other police officers to give the president preference over them if they are more deserving.

Position of the Parties: The CSEA Unit

The union is demanding that the union president be given preference in regard to shift assignment.

In support of its position, the police unit presents the following argument:

1. The union president by the very nature of his work is bound to make enemies of management and if he does not have an absolute right to choose his shift assignment, he might, because of arbitrary acts on the part of the employer, be discriminated against by not being given his shift preference.

Opinion and Award

The panel was impressed with the village statement about the complexity of the present shift selection system and the additional problem that might ensue if the president had an absolute choice. We also learned during the executive session that further changes might be made in the shift selection process to help solve some of the existing problems with it. The panel is also mindful of the union's position on the issue. Efficient labor relations does demand that the president be available to help solve the day-to-day problems that may arise and if he has been placed on a shift that makes this difficult or impossible, this could have a negative impact on the community, as well as on the police officers. Mindful of the problems facing both sides, the panel unanimously agrees to the following:

AWARD

It is the award of the panel that all other things being equal, the union president will be given consideration in his preference of a shift assignment.

VACATION DAYS

Position of the Parties: The Village

The village is willing to offer the vacation schedule recommended by the fact-finder.

after 1 year -- 4 weeks

after 7 years -- 5 weeks

after 15 years -- 6 weeks

In support of its position, the village presents the following arguments:

1. The village attempted to equalize the vacation benefits of all city employees, but was not successful.
2. The benefits recommended by the fact-finder are generous to say the least.
3. There comes a time when one must look at the number of full days off an employee enjoys at the taxpayers' expense.

Position of the Parties: The CSEA Unit

The police unit is requesting a modified vacation schedule as presented below:

1 years service -- 4 weeks

5 years service -- 5 weeks

10 years service -- 6 weeks

18 years service -- 7 weeks

In support of its position, the police unit presents the following arguments:

1. Police officers do not receive any paid holidays. Other employees of the village receive thirteen.
2. Police officers do not receive any premium pay for holiday work. Other employees of the village receive premium pay of time and one-half and double time for holidays and Sundays worked.
3. Police officers have been behind on the vacation-holiday comparison for some time.

Opinion and Award

The panel had considerable difficulty in arriving at a decision on the vacation issue. The panel feels that some misunderstanding may have existed in the argument presented to the fact-finder on this issue and in the argument presented at the arbitration hearing. The panel thinks it is in the best interest of both parties to solve the problem of vacation days for the police, to equalize the number of weeks of vacation each group in the village receives, and to compensate through days of vacation in lieu of premium pay. With the equity arguments clearly in mind, the panel unanimously agrees to the following vacation schedule:

AWARD

after 1 year	—	5 weeks
after 5 years	--	6 weeks
after 10 years	--	7 weeks

The panel fully recognizes that this award is a compromise not requested by either party.

RETIREMENT

Position of the Parties: The Village

The village is willing to offer the police officers an improved retirement program as recommended by the fact-finder: continue the retirement plans presently available and add benefits under Section 341j, the so-called "Improved Career" Plan under Section 375i and the additional provision of Section 302.9d.

In support of its contention, the village presents the following arguments:

1. The cost of change from the present plan of 25 years and out at half pay to the plan the police are demanding (384D twenty years and out at half pay) is just too costly. It will, according to the village, cost 16.2 percent of payroll more than the present retirement plan. This additional 16.2 percent of payroll, when added to the cost of all other benefits received by the police officers, is too expensive for the taxpayers of Hamburg to bear. The village did not choose to present any philosophical arguments on the issue, but only to say it cost far more than they were willing to pay to implement it.
2. No other village police force in the area has the benefit.

Position of the Parties: The CSEA Unit

The police unit is demanding that the 384D twenty-year retirement plan be implemented. This plan offers retirement at twenty years at half pay for all but one police officer in the village.

In support of its position, the police unit presents the following arguments:

1. We know the plan is costly, but the village can afford it.
2. The plan has been on the bargaining table for the last three negotiation sessions with no success, but it must be awarded this time.
3. If the village wishes to have an efficient police department, it must offer the twenty-year plan to its officers as an inducement to do good work in a very difficult job.
4. The stress and strain on a police officer, as well as on his family, make it imperative that he be able to retire after twenty years of strenuous service.
5. Other police departments in the area, as well as many sheriff departments and the state police, have the twenty-year plan.

Opinion and Award

It was very clear to the panel that the retirement issue was the most important to both sides. The cost made it very important to the village and the advantages of the benefit made it very important to the police officers. A lengthy presentation on the issue was made by both sides and the panel spent considerable time discussing this issue in executive session. The majority of the panel were persuaded by the village's argument that the 384D program is just too costly to implement and, when compared to other similar police departments, the Hamburg Department is not deprived, since scarcely anyone at the village level has this benefit. The panel was not persuaded by the union's argument that this benefit is necessary to induce people to stay in police work

or to do an efficient job. No evidence was presented to support any of the union's contentions. It is the opinion of the panel that the need for the twenty-year plan to encourage people to enter and stay in police work has all but disappeared. There are far more candidates for police openings all around the country than there are openings to fill. The panel, by a vote of two to one, with Mr. Ashcroft dissenting, awards the fact-finder's recommendation on the retirement issue:

AWARD

In addition to the current pension plans, the Village shall provide the Police Officers with the option of participating in the Non-Contributory "Improved Career" Plan (Section 375i) with the appropriate provision of Section 302-9d using the final average salary based on the final 12-months' earnings. The Village will continue to provide the plans now in effect for those employees with more than 20 years of service and for those employees who elect to stay in the present 25-year plan.

Respectfully Submitted

*State of New York
County of Tompkins
Subscribed before me - 3/10/76
M. S. Hayes*

MERLE S. HAYES

NOTARY PUBLIC, STATE OF N. Y.

OFF. NO. 0317700

MY COMMISSION EXPIRES ON 30, 1978
Ithaca, New York

March 12, 1976

Rodney E. Dennis 3/10/76
Date

Edward G. Ashcroft 3/12/76
Date

Robert Allen 3/12/76
Date

Josephine M. Dole

JOSEPHINE M. DOLE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1978

