

ditions with the public interest and the financial ability of the public employer to pay any additional cost.

No single issue was decided in isolation. In making this award the Arbitrators took into consideration the interrelationship of all open items before them as well as the issues upon which an agreement between the parties has been reached. The Award not only draws its sustenance from evidence and argument but is undergirded by the Arbitrators' desire to make a just and reasonable determination of all the matters in dispute.

AWARD

The terms and conditions of employment specified as "not agreed upon" in the petitions for compulsory Arbitration filed by the CSEA (Police Unit) are decided as follows:

1. Shift and work schedules, use of holidays accumulated, and maximum overtime, ✓

a ✓ The demand of the City to have the right to make shift and work schedules without the agreement of the union is granted. The Chairman agrees with the Fact-Finder that it is important that those elected or appointed to manage the work force have the ability to do so without the ability of the union to veto such action. He feels this is especially true where the public's safety may hinge upon such managerial decision making.

b. The demand of the City to have the work week limited to 48 hours is denied. The Chairman does not believe that the law allegedly limiting the work week to 40 hours is relevant since the City's demand would do no more to prevent violation of the law than does current contract language. Moreover the Chairman has not seen any evidence of insurmountable difficulties caused by current contract language.

c. The parties seem to be in agreement that "compensatory time for holidays worked should not be granted for consecutive work days." Accordingly the arbitration panel orders that language to this effect be inserted in the appropriate portion of the contract.

d. Safety

The parties are in agreement that "the City will assign two officers to a vehicle on the evening and night shifts during the hours of darkness when needed." Accordingly, the arbitration panel orders that language to this effect be inserted in the appropriate portions of the contract.

e. Out-of-Title Work and Work in a Higher Classification

The parties are in agreement that the current language of the contract be retained and the panel so orders.

4. Increments

The parties agree to accept the Fact Finders recommendation to modify Article VII, Section 1, to provide for an increment of \$300 in the second and fourth years of service. The panel orders that this be done.

5. Shift Differential

The parties have agreed to a shift differential of 15¢ on the 7 P.M. to 3 A.M. shift and 20¢ on the 11 P.M. to 7 A.M. shift. The panel orders that this be done.

6. Health Insurance coverage for laid off and retired employees

The parties have agreed to accept the Fact Finders' recommendation which was that the union's requests regarding these issues be denied. The panel orders accordingly.

7. Uniform allowance

The parties have agreed to accept the Fact Finders recommendations to adopt the City's offer to increase allowances to \$150 per qualified person. The panel orders accordingly.

8. Health insurance

The parties have agreed that the City will pay for a \$1.00 co-pay drug prescription plan for employees-family coverage to be paid for by the employee. They have further agreed that no additional dental coverage be granted at this time. The panel orders accordingly.

9. Retirement

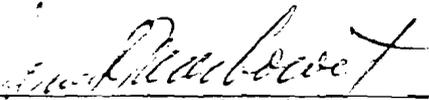
The parties have agreed to accept the Fact Finder's recommendations to continue the retirement plan now in force. The panel so orders.

10. Salary

The Chairman has determined that the Fact Finder's recommendation that a "6% cost of living increase be made on the base salary level of each employee" be implemented. He feels that, given the financial troubles facing the City at this time, it would be burdensome to require the City to bring the police up to a state-wide average at this time. He feels that a cost of living increase coupled with minor improvements in fringes such as increments, uniform allowance, health insurance and shift differential puts the employees in a slightly better financial position than they had previously been without overburdening the City financially.

11. Term of the Contract

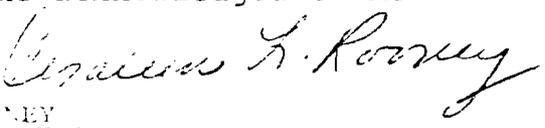
Both parties agree that the contract should be of one year's duration. The panel so orders.



James R. Markowitz
Public Panel Member and Chairman

STATE OF NEW YORK
COUNTY OF TOMPKINS

On this 30 day of July, 1977, before me personally came and appeared, JAMES R. MARKOWITZ, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.


CORNEEN L. ROONEY
Notary Public, State of New York
No. 4620295
Qualified in Tompkins County
Term Expires March 30, 19 79

Charles Hansel
Charles Hansel
Employee Organization Panel Member

STATE OF NEW YORK
COUNTY OF

On this 13 day of August, 1977, before me personally came and appeared, CHARLES HANSEL, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Donna J. Snyder

DONNA J. SNYDER
Notary Public, State of New York
Qualified in Cattaraugus County
My Commission Expires March 30, 1978

James Wiley
Employer Panel Member

STATE OF NEW YORK
COUNTY OF

On this day of , 1977, before me personally came and appeared JAMES WILEY, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

August 13th, 1977

Mr. James R. Markowitz
Ithaca College
Division of Business Administration
Ithaca, New York 14850

RE: City of Salamanca and CSEA (Police Unit)
CA 0127; M 77-10

Mr. Markowitz:

Please note the following statements and/or exception concerning the section in attached draft;

Section #2. Safety

Note that I am in agreement with this section of two officers to a vehicle on the evening and night shifts during the hours of darkness when needed but I do feel that the language in the final copy should be as follows: "the City will assign two officers to a vehicle on the evening and night shifts during the hours of darkness and/or when needed." This language expresses my full intent of the section.

Section #5. Shift Differential

I am in agreement with the shift differential of 15¢ on the evening shift and 20¢ on the night shift-the question on the draft is that at present time there is not a regular 7 P.M. to 3 A.M. shift. The evening shift is the 3 P.M. to 11 P.M. shift and the night shift is the 11 P.M. to 7 A.M. shift. I request that the language in the final copy be the same as in the present contract

Section #1. (a) No comment
(b) Agree
(c) Agree

Section #3. Agree

Section #4. Agree

Section #6. Agree

Section #7. Agree

Section #8. Agree

Section #9. Agree

August 13th, 1977

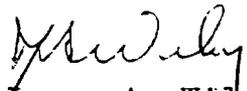
RE: City of Salamanca and CSEA (Police Unit)
CA 0127; M 77-10

Section #10. Salary

Exception: I feel that the City of Salamanca did not show enough evidence on their part that they are so financially overburdened at the present time to the extent that a higher salary increase should not have been awarded. With the small improvements, involving minor dollar amounts, in the fringe benefits granted I do not feel that a 6% increase in salary will fairly benefit the members of the unit. On May 25th, 1977 at the hearing I do not think the City was able to positively show that they are not financially able to pay a higher rate of salary to the Police Unit. The Police are vital to any community and the only method the City of Salamanca has to keep good career Police Officers is to pay their people a salary equal to that of surrounding law enforcement agencies-a living wage.

Section #11. Term of the Contract

Please note in language on award that the contract is one year's duration-April 1st, 1977 to March 31st, 1978. I want no misunderstanding that the contract in question is expired on March 31st, 1978.


James A. Wiley

EMPLOYMENT

STATE OF NEW YORK PUBLIC EMPLOYMENT
RELATIONS BOARD
Case No. CA 0127; M 77-10

In the Matter of the Arbitration :
 :
 : between : AWARD OF PUBLIC
 : :
City of Salamanca : ARBITRATION PANEL
 : :
 : and :
 : :
CSEA (Police Unit) :
 :

RECEIVED
SEP 28 1977

CONCILIATION

The undersigned Arbitrators, having been designated pursuant to the provisions of Section 209.4 of the New York State Civil Service Law, held a hearing on May 25, 1977 in Salamanca, New York. The parties presented orally and in writing statements of fact, supporting witnesses and other evidence, and offered arguments with respect to their position.

The undersigned Arbitrators have carefully examined the evidence and arguments before them. In the Award which follows, attention has been paid to the recommendations of the fact-finder. In addition, the Arbitrators have scrutinized the wages, hours and other conditions of employment of other employees similarly situated as is the unit in question. Comparisons have been made and inferences drawn based upon geographical and occupational considerations. The Arbitrators have further endeavored to balance the interests of the employees in an equitable settlement of their working con-

ditions with the public interest and the financial ability of the public employer to pay any additional cost.

No single issue was decided in isolation. In making this award the Arbitrators took into consideration the interrelationship of all open items before them as well as the issues upon which an agreement between the parties has been reached. The Award not only draws its sustenance from evidence and argument but is undergirded by the Arbitrators' desire to make a just and reasonable determination of all the matters in dispute.

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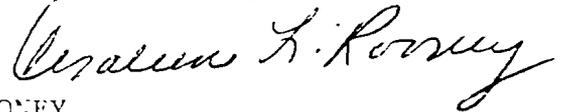
11. Term of the Contract

Both parties agree that the contract should be of one year's duration. The panel so orders.


James R. Markowitz
Public Panel Member and Chairman

STATE OF NEW YORK
COUNTY OF TOMPKINS

On this 30 day of July, 1977, before me personally came and appeared, JAMES R. MARKOWITZ, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



CORALEEN L. ROONEY
Notary Public, State of New York
No. 4620295
Qualified in Tompkins County
Term Expires March 30, 1979

ITHACA COLLEGE

Ithaca, New York 14850

PHONE (607) 274-3117

SCHOOL OF BUSINESS ADMINISTRATION

September 13, 1977

Deputy James A. Wiley
Sheriff's Department
Little Valley, New York 14755

Mr. Charles E. Hensel
687 Broad Street
Salamanca, New York 14779

RE: CA 0127; M 77-10

Gentlemen:

I am enclosing copies of the signed versions of my award in the above matter. Please note that all three arbitrators have signed the award and had their signatures notarized. Please further note that Arbitrator Wiley initialed those sections with which he agreed and that Arbitrator Hensel indicated agreement with a check mark. All sections have been agreed to by at least two of the three arbitrators and the award as a whole is therefore binding on both parties.

Arbitrator Wiley has requested that certain "statements and/or exceptions" be noted in the final award. I hereby incorporate his letter of August 13, 1977 into the award solely for the purpose of noting these "exceptions and/or statements."

Yours very truly,

James R. Markowitz

JRM:kg

Enclosures

cc: Ronald J. Yehl
Samuel J. Carmen

STATE EMPLOYMENT
RELATIONS BOARD
RECEIVED

SEP 28 1977

CONCILIATION