

STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

CASE NO. CA-0140; M76-780

* * * * *

In the Matter of Arbitration

- between -

TOWN OF CHEEKTOWAGA

- and -

CHEEKTOWAGA POLICE CLUB

* * * * *



AWARD OF PUBLIC ARBITRATION PANEL

The undersigned Arbitrators, having been designated pursuant to the provisions of Section 209.4 of the New York State Civil Service Law, and having duly heard the proofs and allegations of the parties, hereby make the following

A W A R D

The terms and conditions of employment specified as "not agreed upon" in the petition for Compulsory Interest Arbitration filed by the Police Club are decided as follows:

1. Section 3.03 - Non-Civil Service Vacancies

The Fact Finder's recommendation is modified with the following contract language:

In the event the Town decides to fill a vacancy falling under this Section, assignment will be made by the Town from the

three (3) most senior officers requesting assignment, and provided that the officer(s) involved are fully qualified as determined by the Town.

a) When a vacancy exists in a non-competitive job classification or a temporary assignment as Detective Sergeant, Detective, Juvenile Detective, or K-9, notice of the existence of such vacancy shall be conspicuously posted on a bulletin board in the police station for a period of twenty (20) days and police officers of qualified rank may affix their name thereto, indicating their desire to be considered for the filling of such vacancies.

b) For sporadic, reoccurring assignments, the Town shall maintain and utilize a list of police officers and the date they have indicated their preference for radar, accident investigation, motorcycle, polygraph operator, accident records, parking violations, dispatcher, airport patrol, central police services, telephone and desk assignments. The Town shall be given seven (7) calendar days notice before being required to consider such preference in job assignment.

NOTE: Vacancies filled to date and up to a six (6) week period following the date of this Award will be covered under a hold harmless concept.

2. Section 3.04 - Salary on Assignment

The Fact Finder's recommendation is affirmed.

3. Section 4.01 - Uniform Allowance

The Fact Finder's recommendation is not affirmed. Change present allowance to \$225 effective 1/1/77, and \$250 effective 1/1/78.

4. Section 6.08 - Temporary Job Assignments

The Fact Finder's recommendation is affirmed.

5. Section 6.09 - Filling of Vacancies

The Fact Finder's recommendation is affirmed.

6. Section 6.12 - Education Incentive

The Fact Finder's recommendation is affirmed.

7. Section 10.01 - Vacations

The Fact Finder's recommendation is affirmed.

8. Section 13.01 - Accumulation of Sick Leave

The Fact Finder's recommendation is not affirmed. No change is made to present clause.

9. Section 15.01 - Life Insurance

The Fact Finder's recommendation is affirmed.

10. Section 20.03 - Fund Raising

The Fact Finder's recommendation is affirmed.

11. Section 24.05 - Continuation of Terms

The Fact Finder's recommendation is affirmed with the following clause:

"The terms of this agreement are to continue in full force and effect until a succeeding agreement has been executed and ratified."

12. Section 6.01 - Salaries

The Fact Finder's recommendation is not affirmed. A seven (7) percent increase in salaries effective January 1, 1977; a seven (7) percent increase effective January 1, 1978. The following salary schedule for Appendix A is to be effective:

<u>RANK</u>	<u>SERVICE</u>	<u>1977</u>	<u>1978</u>
Patrolman	1st Year	\$12,285.00	\$12,285.00
Patrolman	2nd Year	\$13,953.00	\$14,930.00
Patrolman	3rd Year	\$14,353.00	\$15,358.00
Patrolman	4th Year	\$15,168.00	\$16,230.00
Detective	1st Year	\$16,131.00	\$17,260.00
Detective Sergeant	1st Year	\$16,452.00	\$17,604.00

13. Section 6.05 - Longevity Pay

The Fact Finder's recommendation is not affirmed. Change present clause only as follows:

After twelve (12) years of service - \$175

After eighteen (18) years of service - \$275

14. Section 6.07 - Briefing Time

The Fact Finder's recommendation is affirmed. The Panel believes, however, that briefing(s) are strongly recommended near the start of an officer's tour, the method of briefing(s) being left to the Town.

15. Section 24.03 - Term of Agreement

The term of this agreement will be effective from January 1, 1977 through December 31, 1978.

Town Proposals - Court Pay, Police Club Representation

Both proposals have been placed before the Arbitration Panel without having been processed through earlier negotiations and Fact Finding. The Panel is of the opinion that without deciding on the merits of these proposals, these have not been properly placed before the Panel and cannot be considered in this Award.

Samuel Cugalj

SAMUEL CUGALJ, Public Panel Member
and Chairman

Christopher P. Moen

CHRISTOPHER MOEN, Employer Panel
Member

Al Sgaglione

AL SGAGLIONE, Employee Organization
Panel Member

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 7th day of November, 1977, before me personally came and appeared SAMUEL CUGALJ, 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.

Patricia A. Kubiak

PATRICIA A. KUBIAK
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1978

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 7th day of November, 1977, before me personally came and appeared CHRISTOPHER MOEN, 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.

Patricia A. Kubiak

PATRICIA A. KUBIAK
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1978

STATE OF NEW YORK)
COUNTY OF ALBANY) ss:

On this 4th day of November, 1977, before me personally came and appeared AL SGAGLIONE, 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.

Virginia Fissette

VIRGINIA FISSETTE
Notary Public, State of New York
01-125675
Residing in Albany County
Commission Expires March 30, 1978

STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

CASE NO. M76-780;
CA-0140

N. Y. S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

MAY 19 1978

CONCILIATION

* * * * *

In the Matter of Arbitration

- between -

TOWN OF CHEEKTOWAGA

- and -

CHEEKTOWAGA POLICE CLUB

* * * * *

STATEMENT OF CHAIRMAN OF PUBLIC ARBITRATION PANEL

Pursuant to the provisions of the Civil Service Law, Section 209.4, Robert D. Helsby, Chairman of the Public Employment Relations Board designated the following individuals on July 1, 1977 to serve as a Public Arbitration Panel in this proceeding:

Samuel Cugalj, Public Panel Member and Chairman
Christopher Moen, Employer Panel Member
Al Sgaglione, Employee Organization Panel Member

The Panel was charged by Section 209.4 to heed the following statutory guidelines:

"(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel may, but shall not be bound to, adopt any recommendation made by

the fact finder, and shall, so far as it deems them applicable, take into consideration the following and any other relevant circumstances:

a. comparison of the wages, hours and conditions of employment of the employee involved in the arbitration proceeding with the 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. such other factors which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment."

A Fact Finding Report was submitted to the parties on May 4, 1977 by Steven Gittler. The Employee Organization (Cheektowaga Police Club) and the Employer (Town) did not accept the Report in its entirety. Although the Panel was appointed July 1, 1977, the case was not released to us until August 15, 1977.

This Arbitration Panel conducted its Hearing in Cheektowaga, New York on September 12, 1977. Both groups, hereafter referred to as the

"Police Club" and "Town", were present, and they were afforded full opportunity to present evidence in support of their respective positions. They were given the option of filing post-Hearing briefs, and both elected to do so. Their briefs were received within fourteen (14) days after the Hearing.

The Panel agreed that each member would spend the next few weeks reviewing the voluminous material submitted, which included exhibits, briefs and post-Hearing briefs. The Panel met in Executive Session on October 17, 1977 to discuss these matters. Results of these deliberations by the Panel are contained in the Award issued by the Panel on November 2, 1977.

The Panel feels there was sufficient ambiguity relative to the non-Civil Service Vacancies issue and the Fact Finder's recommendation that a modification was necessary. The Panel agrees that the Town has the right to decide when a vacancy exists and whether or not it should be filled. The Award does not infringe on the Town's mission to deploy its police officers.

There appeared to be a blurring between the current contract language geared to semi-permanent assignments requiring job posting (Section 3.03 a.) and the request of the Police Club on the more sporadic type assignments. Posting for the latter would be cumbersome due to unpredictable elements beyond the control of the Town, such as weather, frequency of accidents, crime, etc. The Panel believes that there are efficiencies derived from rotating sporadic assignments among qualified officers as determined by the Town. Morale should increase and can contribute to this efficiency. While these sporadic assignments could not be posted, the Town would utilize a list (which it would also maintain) on which officers desiring such assignments will have made their preference known. Once the Town makes their qualification determination, they could then select any one

of the three (3) most senior qualified officers. This re-affirms the recommendation of the Fact Finder. Also, the sporadic type assignments have been identified by the Panel to aid the parties in implementing this Award.

On the issue of the Uniform Allowance, the Panel believes that the cost of uniform purchase/maintenance has increased more than the Fact Finder realized. Also, from the exhibits presented, the Police Club has not kept pace with their area counterparts on this issue. A relatively minor modification was approved by the Panel.

On the Accumulation of Sick Leave issue, the Panel believes that the Town's evidence in support of its "no change" position did not receive the weight it should have on a comparison with area communities. In view of the overall Award, the Panel believes that little need was established for the change, and a "no change" determination was more appropriate.

Relative to Salaries, the Panel has had the benefit of using recent year-to-date Consumer Price Index figures, particularly, the components affecting officers daily, i.e., food, shelter, education and transportation. The Panel felt that a 6% - 8% change in the CPI would be a fairly accurate inflationary guideline. Police Club exhibits indicating the productivity of Police Club Officers relative to their area counterparts, the police settlement in the Town of Tonawanda, (comparable populationwise) and police salaries in the Town of Lancaster and Village of Depew (close geographically) persuaded the Panel to award seven (7) percent in each of two (2) years. Since the Town did not argue ability to pay, the salary costs as determined by the Panel are considered within the Town's definition to pay what is reasonable.

The Longevity Pay recommendation was modified slightly only at

the top two (2) steps, because the evidence indicates a slippage in both years of service and longevity pay. The Panel saw a need to alter only the amount of pay for equity in this Award to be achieved.

The Town argued for two (2) proposals to change current contract language. The Police Club objected that these two (2) proposals were not discussed in negotiations, and not brought before the Fact Finder. The Club argued that if the Panel were to allow the raising of spontaneous issues, the entire process of negotiations would collapse. The Chairman wholeheartedly agrees with this assessment, and PERB verifies that the raising of these two (2) issues in this manner is not timely. Accordingly, without passing on their merits, these two (2) proposals were not included in the Award.

Based on all factors which Section 209.4 charged the Panel to consider, it is my opinion that the Award of the Panel is fair, equitable and warranted by the evidence presented at the Arbitration Hearing.

November 2, 1977
Buffalo, New York



SAMUEL CUGALJ, Public Panel Member
and Chairman

STATE OF NEW YORK

PUBLIC EMPLOYMENT RELATIONS BOARD

CASE NO. M76-780;
CA-0140

N. Y. S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

MAY 19 1978

CONCILIATION

* * * * *

In the Matter of Arbitration

- between -

TOWN OF CHEEKTOWAGA

- and -

CHEEKTOWAGA POLICE CLUB

* * * * *

STATEMENT OF CHAIRMAN OF PUBLIC ARBITRATION PANEL

Pursuant to the provisions of the Civil Service Law, Section 209.4, Robert D. Helsby, Chairman of the Public Employment Relations Board designated the following individuals on July 1, 1977 to serve as a Public Arbitration Panel in this proceeding:

- Samuel Cugalj, Public Panel Member and Chairman
- Christopher Moen, Employer Panel Member
- Al Sgaglione, Employee Organization Panel Member

The Panel was charged by Section 209.4 to heed the following statutory guidelines:

"(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel may, but shall not be bound to, adopt any recommendation made by

"Police Club" and "Town", were present, and they were afforded full opportunity to present evidence in support of their respective positions. They were given the option of filing post-Hearing briefs, and both elected to do so. Their briefs were received within fourteen (14) days after the Hearing.

The Panel agreed that each member would spend the next few weeks reviewing the voluminous material submitted, which included exhibits, briefs and post-Hearing briefs. The Panel met in Executive Session on October 17, 1977 to discuss these matters. Results of these deliberations by the Panel are contained in the Award issued by the Panel on November 2, 1977.

The Panel feels there was sufficient ambiguity relative to the non-Civil Service Vacancies issue and the Fact Finder's recommendation that a modification was necessary. The Panel agrees that the Town has the right to decide when a vacancy exists and whether or not it should be filled. The Award does not infringe on the Town's mission to deploy its police officers.

There appeared to be a blurring between the current contract language geared to semi-permanent assignments requiring job posting (Section 3.03 a.) and the request of the Police Club on the more sporadic type assignments. Posting for the latter would be cumbersome due to unpredictable elements beyond the control of the Town, such as weather, frequency of accidents, crime, etc. The Panel believes that there are efficiencies derived from rotating sporadic assignments among qualified officers as determined by the Town. Morale should increase and can contribute to this efficiency. While these sporadic assignments could not be posted, the Town would utilize a list (which it would also maintain) on which officers desiring such assignments will have made their preference known. Once the Town makes their qualification determination, they could then select any one

the top two (2) steps, because the evidence indicates a slippage in both years of service and longevity pay. The Panel saw a need to alter only the amount of pay for equity in this Award to be achieved.

The Town argued for two (2) proposals to change current contract language. The Police Club objected that these two (2) proposals were not discussed in negotiations, and not brought before the Fact Finder. The Club argued that if the Panel were to allow the raising of spontaneous issues, the entire process of negotiations would collapse. The Chairman wholeheartedly agrees with this assessment, and PERB verifies that the raising of these two (2) issues in this manner is not timely. Accordingly, without passing on their merits, these two (2) proposals were not included in the Award.

Based on all factors which Section 209.4 charged the Panel to consider, it is my opinion that the Award of the Panel is fair, equitable and warranted by the evidence presented at the Arbitration Hearing.

November 2, 1977
Buffalo, New York



SAMUEL CUGALJ, Public Panel Member
and Chairman