
In the Matter of an Interest Arbitration between
Town of Cheektowaga, New York

- and -

Town of Cheektowaga Police Club, Incorporated

Case Number: NYS PERB IA-114; M78-673

Opinion
and
Award

APPEARANCES

FOR THE TOWN

Timothy J. Kane, Attorney
Raymond Zurowski, Town Representative

FOR THE POLICE CLUB

Anthony J. DeMarie, Attorney
Stanley Keller, President
Richard E. Thurnherr, Committee Member

On June 13, 1979 the New York State Public Employment Relations Board determined that a Public Arbitration Panel was appropriate under Section 209.4 of the Civil Service Law and appointed Donald P. Goodman as Public Member and Chairman, Christopher P. Moen as Employer Panel Member, and Al Sgaglione as Employee Organization Panel Member. Hearings were held in Buffalo, New York on July 19, 1979. Subsequent thereto the Panel met in Executive Session and as a result thereof issues this Opinion and Award. No stenographic record was made. The official record consists of an audio tape of the hearing on June 19, 1979 made by and in the possession of the Chairman along with his notes and the evidence presented to the Panel.

The Panel compared wages, hours and conditions of employment of the employees involved with those of other persons performing similar services

and requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities. The Panel at all times took into consideration the interests and welfare of the public and the financial ability of the public employer to pay. It also considered the hazards of the jobs, physical qualifications, educational qualifications, mental qualifications, job training and skills, and the terms of collective agreements negotiated between the parties in the past as well as other relevant factors.

The Award of the Panel is made in accordance with Sections 209.4 (c)(v) and (vi) of the New York State Civil Service Law.

Background

Certain issues still unresolved have been submitted to the New York State Public Employment Relations Board to determine if they are mandatory subjects for negotiation. In respect to those issues, and at the requests of the Parties, the Panel will not address those issues at this time. In the event the New York State Public Employment Relations Board determines that any of those issues are mandatory subjects for negotiations the Panel will reconvene to hear the parties positions on those issues only and will subsequently render an Award on those subjects only. All other unresolved issues are addressed in this Opinion and Award.

Bargaining history of the parties is of interest. An agreement of the parties covered the period January 1, 1975 to December 31, 1977. Negotiations by the parties did not result in a successor agreement. As a consequence, the outstanding issues were submitted to an interest arbitration panel. That "agreement" has not yet been executed having been submitted in part to PERB in the form of an improper practice

charge which has not yet been resolved. The non-execution rests on differences involving one contract clause. Negotiations for an agreement to be effective January 1, 1979 began in September 1978. The parties on their own and later through a Mediator agreed on a large number of issues. The remaining issues are either subjects of determinations on negotiability by the New York State Public Employment Relations Board (PERB) or are addressed in this Opinion and Award.

The Town of Cheektowaga (Cheektowaga) is one of three in Erie County with more than \$1 billion in property value. All other municipalities have property valued at less than \$1 billion. The City of Buffalo is not included in these comparisons. There are 115 police officers in the bargaining unit. Cheektowaga is probably the fastest growing municipality in Erie County.

It should be noted that the Town of Cheektowaga (Town) has not raised the question of ability to pay. The Town does state that the budget for the current year was prepared in 1978 and therefore there are budgetary restrictions for fiscal year 1979. It is true that taxes were not raised for the current fiscal year but this is the first year that has not seen a tax increase. In the light of budgetary restrictions it should be noted that one Captain position has not been filled.

THE ISSUES

1. Section 4.01 - Uniform Allowance. The Police Club (Club or Union) requests that the uniform allowance be increased from \$250 per year to \$300 per year and in addition requests an additional \$50 per year for officers assigned to K-9 duties and to the motorcycle squad. The Club states that Town officers must purchase their own uniforms as well as maintaining them and in addition must purchase other equipment

such as handcuffs and weapons. Officers usually purchase two weapons, one for wearing with the uniform (frequently a .357 Magnum) and a lighter one for wear when off duty. Data submitted by the Union indicates that the Town of West Seneca pays officers \$350 per annum for purchases and maintenance, the Town of Amherst pays \$300 for maintenance, the Town of Tonawanda pays \$100 this year and \$200 next year for cleaning as all uniform items are Town provided, The Village of DePew pays \$325, the Village of Lancaster pays \$275, and the Town of Cheektowaga pays \$250 for purchases and maintenance. The Union also states that because of the additional equipment required by K-9 and Motorcycle officers and the increased wear and tear experienced by those officers on their uniforms officers assigned to those functions should be paid an additional sum of \$50.

The Town responds that no one single benefit should be compared in isolation but rather the complete wage and benefit package should be considered. In this respect officers in Cheektowaga compare very favorably with their fellow officers in other localities. It is interesting that the Union compared Cheektowaga with five other municipalities. There are more than 30 municipalities in Erie County. A comparison could be made with Hamburg which pays only \$200 for uniforms.

We would agree that the entire compensation package must be examined as a totality, not by each feature in isolation. The present uniform allowance for all members of the bargaining unit has an annual cost of approximately \$28,750. A uniform increase of \$50 would cost the Town an additional \$5750. This is a minimal cost to the Town especially when the cost to the officer is concerned. The cost of clothing has increased dramatically since the present allowance was established. We therefore make the award that the Union proposal be adopted.

2. Section 6.06. Longevity Pay. The Union has requested that present longevity payments be increased on each step by \$50 per year. The Union states that over a 20 year period officers in Cheektowaga would amass \$3,350 in longevity payments as compared with \$6,630 in the Town of Amherst, \$3,850 in the Town of West Seneca, \$3,375 in the Town of Lancaster and \$3,000 in the Village of Depew. Presently Cheektowaga pays \$100 per year after 6 years of service, \$175 after 12 years and \$275 after 18 years of service. These are cumulative.

The Town responds that longevity has become a method of concealing wage increases. The public no longer ignores such increases but rather is sophisticated enough to recognize them as a form of wages. The Union is fond of comparing Cheektowaga with the Town of Tonawanda. It is true that The Town of Tonawanda pays larger increases than Cheektowaga. Those payments are \$250 after five years of service, \$350 after 7 years, \$450 after 10 years, \$550 after 15 years and \$650 after 20 years. They are not cumulative. Cheektowaga payments are cumulative. The maximum amount in the Town of Tonawanda after 20 years, whereas the maximum cumulative amount is \$550 in Cheektowaga after 18 years thus comparing most favorably with the Town of Tonawanda.

The Town's point is well taken. The Town of Tonawanda is scheduled to increase their longevity payments by \$50 on each step effective January 1, 1980. The total cost of this benefit to the Town was \$17,975 in 1978 and is scheduled to be \$19,275 in 1979 without any increase granted. The total cost will increase simply because existing officers will move into longevity steps. The cost of the Union proposal would be an additional \$7,000 in 1979.

The Panel awards no increase be granted for 1979. A \$50 increase for each step be granted effective January 1, 1980.

3. Section 7.02 Accumulated Time. The Union proposes that all training time, overtime, court time and holiday time be credited to a time bank. Once each month each officer would inform the Town of the number of hours in the bank for which he would be paid and the number of hours he would take as time off.

The Town responds that the Union proposal would create an administrative nightmare. It would be extremely costly to administer. The Town would prefer to pay in the form of cash instead of as time off. Overtime, court time and compensatory time are now paid in cash.

The Union has not demonstrated a need for this new article. We agree that the administration of this Union proposal would be complex and costly. The award: The Union proposal be rejected.

4. Section 11.01. Bereavement Leave. The Union has proposed that daughters-in-law and sons-in-law be added as relatives whose death would entitle officers to bereavement leave and in addition has proposed that bereavement leave begin on the day following the day of death.

The Town responds that the current language is comparable to that enjoyed by officers in other jurisdictions.

We believe that the addition of the two classes of relatives would have a minimum impact on departmental operations and award addition of these two classes of relatives to the language existing in the current agreement in paragraph 1 of this section.

5. Section 12.02. Probationary Officers. The Union proposes that the waiting time be reduced to 90 days, stating the current time of one year is too long for an officer to wait to receive benefits under the labor agreement. This is especially true of new officers who have young families and need the life insurance coverage. Officers are assigned to road duty after 90 days and in fact are on patrol during their first 90 days as part of the training program.

The Town states that 90 days is too short a period of time and that the current probationary period of one year is established by law. Perhaps six months might be an appropriate time to wait for life insurance. The fact is that some benefits are paid earlier.

The one year probationary period is fixed by law. There are some who state that since the so called Taylor Law is part of Civil Service law that labor agreements arrived at through the Taylor Law can modify other provisions of Civil Service Law. That may very well be true but the Courts have not given definitive guidance in that regard. But we need not concern ourselves with that. For civil service purposes the probationary period of one year might be appropriate. What we are concerned with here is the waiting time to receive benefits. This need not be tied in with Civil Service probation. Probationary officers accumulate sick leave and personal leave from date of hire. Newly appointed officers receive the uniform allowance on appointment. Section 15.02 seems to indicate that probationary officers receive health insurance. Section 15.01 states that the Town will provide life insurance on its officers. Section 12.02 specifically states "probationary officers will not be covered by the life insurance provision, herein". Since 15.01 provides life insurance and 15.02 health insurance it would seem probationary officers would receive those benefits except where the labor agreement specifically states otherwise. We find this in Section 12.02 for life insurance. We could reasonably infer that health insurance is enjoyed by probationary officers. Life insurance is another matter. The Town has seen fit to provide life insurance to other than probationary officers. If we assume this benefit was originally granted to offer some protection to the estates of the officers due to the nature of the job then it would seem logical to extend the benefit to probationary officers when such officers are performing those same hazardous duties.

Based on the above logic we award that life insurance benefits be enjoyed by officers effective 120 days after date of appointment as an officer.

6. Section 15.01. Life Insurance. The Union has proposed that the current contract language covering life insurance be expanded to include that retired officers be allowed to convert their present life insurance without the necessity of a physical examination.

The Town states that adding the conversion clause might be too costly. Insurance is now on a bid basis and until bids are invited with the conversion factor the cost is unknown.

It seems to this panel that it would be a simple matter to ask the current carrier what the difference in cost would be of present coverage and that of present coverage with the conversion privilege but that has not been done. Until it is no one can say what the cost of this provision would be. It is true that officers at retirement are at an age when life insurance is costly and perhaps non-attainable because of health factors. It seems to us that officers have a self obligation to provide for their estates. Plans may be made at an earlier age for private coverage with provisions for increased insurance without physical examination at a later time. The Union has not presented an overwhelming requirement for this proposal. We award The Union proposal not be adopted.

7. Section 15.02. Health Insurance. The Union has proposed that in addition to existing coverage that the Town provide major medical

coverage with a \$100 deductible feature. The Union also proposes that the Town provide dental and optical coverage by Connecticut General Insurance Company stating that Connecticut General provides the best coverage for the least cost. The Union states that Cheektowaga is lagging other municipalities in providing dental coverage.

The Town provided data to indicate that neither Tonawanda, Amherst nor West Seneca provides dental or optical coverage. The Town further states that the cost of dental and optical coverage would be \$46,000 per annum. The Town indicates it would be prone to provide major medical, \$100 deductible benefits but that the cost of this coverage which amounts to \$60 per officer per year be included as part of the total compensation package of this award.

It is well recognized that the cost of health services is rising and that one major illness or injury could exhaust any savings and place a person greatly in debt. The same cannot be said of dental or optical expenses. We, therefore, award that major medical coverage be extended and that optical and dental coverage NOT be included at this time.

8. Section 6.01 Salary. The Union has proposed that salaries for 1979 be increased by 10% at each step of the salary schedule over that paid in 1978. The Union provided newspaper articles which state that the cost of living is projected to increase 13% to 14% over that of 1978. It also provided data from the United States Department of Labor, Bureau of Labor Statistics which indicates that the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased for the Buffalo Standard Metropolitan Statistical Area (BSMSA) by 7.9% between April 1978 and April 1979 and 6.2% between December 1977 and December 1978 and still further that the Consumer Price Index for all Urban Consumers (CPI-U) for the BSMSA showed similar increases thus

reinforcing the need for sizable wage increases for Town officers. The Union also presented articles showing that fuel and other costs have contributed and will continue to contribute to the rising inflationary spiral. The Union provided data on the increases in taxable property of the Town and projected building permits for 1980. The Union also stated that the Town did not have a tax increase for 1979. Further, the Union presented evidence that settlements in the private sector have been in excess of 7% a year with Trico employees receiving 33% over three years as have Teamsters. The Union stated that officers in Evans received 32% over three years. The Union states that an Interest Arbitration Panel awarded officers a 7% salary increase for 1977 but the CPI increased by more than 8% and an increase of 7% for 1978 when the CPI increased by 8.4% placing members behind the rising cost of living. Officers suffered decreased earnings by more than 2.5% tantamount to a salary reduction of more than 2%. Other agreements covering officers in other communities will include substantial salary increases. Amherst officers (senior) for 1978 received \$16,649 including payment for briefing time. Hamburg officers received \$16,344 in 1978 plus additional sums and Lancaster village officers received \$16,235 while West Seneca officers received increases of 13.61% for 1979 and 1980 plus a reopener if the 1978-79 CPI exceeds 9%. Some of these officers work what is essentially a 37½ hour week while Cheektowaga officers work a 40 hour week. When annual salaries are converted to salaries per hour Town officers are the lowest paid of seven police departments surveyed. The Union is asking for a single year award from the Panel. In the event the Panel issues an Award for two years, salaries for the second year should be tied into the CPI.

The Town states that a two year Award would be appropriate. The Town further states that the West Seneca settlement is slightly less than 7% in the first year not including pensions and it amounts to about 7% in the second year. The Panel should make its award well within the Presidential guidelines. Contracts in Cheektowaga have historically been based on the CPI for November to November. The CPI-W for BSMSA shows the cost of living for November 1978 from November 1977 increased by 6.2%. Local governments due have the responsibility to control inflation, Increased pension costs should be included in the guidelines leading to the fact that total costs of the Award should not exceed 7% or \$134,768. Based on this the Panel should award a salary increase of not more than 5½% for 1979 and 6% for 1980. The Town budget provides for increases of 6%. Salaries of Cheektowaga officers are comparable.

This Panel is charged with determining what salaries should be for 1979. The year 1979 began on January 1, 1979. If the parties had come to an agreement by January 1, 1979 the cost of living on that date would be of great interest as it is today. We find that the CPI-W from December 1977 to December 1978 for the BSMSA increased by 6.2%. It is true that projections for the CPI-W for the period December 1978 to December 1979 amount to between 13% and 14% but we have not yet reached the end of 1979. If we are concerned with what salaries should be increased effective January 1, 1979 the December 1977 to December 1978 increase is a appropriate and that figure is 6.2%. It is true that one of the fastest (if not THE fastest) increasing components of the CPI is health care. The increases in health care costs are almost totally escaped by officers as that is covered by health insurance the cost of which is borne by the Town. The pay rates of senior officers

in area communities is of interest:

Amherst	\$16,649 (incl briefing time)
Hamburg	16,344
Lancaster (V)	16,235
Tonawanda (T)	16,744 (1979)
Cheektowaga	16,230
Evans (T)	18,500 (1981)

A review of the above data reveals that Town officers' salaries compare favorably with other jurisdictions for 1978. West Seneca third year salaries as computed by PERB are \$15,380 for 1978, \$16,226 between January-June 1979, \$16,388 for July-December 1979, \$17,371 for January-June 1980 and \$17,545 for July-December 1980. Even though salaries increase by 13.61% over two years with a reopener for the second year if the CPI exceeds 9% this still places Cheektowaga officers ahead of West Seneca for January-June 1979 based on Cheektowaga salaries for 1978. There is no doubt that Cheektowaga officers should receive a salary increase. We award that salaries be increased by six percent effective January 1, 1979, by an additional two percent effective July 1, 1979 and by seven percent for January 1, 1980 and an additional 1% effective July 1, 1980.

9. Section 6.07. K-9 Officers. The Union proposes that the stipend of \$100 now paid K-9 officers be increased to \$150. This sum is needed to care for, maintain and feed the K-9 dog assigned to the officer. Each K-9 officer has the duty and obligation to feed and care for the dog assigned to him. Such animals are not household pets and officers must care for the dog 24 hours a day, seven days every week even when the officer is ill, days off or vacation. The cost of feeding the animal has increased since the \$100 figure was inserted in the labor agreement.

The Town states that K-9 duty is voluntary, that the Town provides a dog run at the officer's home, that the Town provides medical coverage for the animals and that the present \$100 is adequate.

This Panel can find no convincing argument to increase the K-9 allowance and therefore award no increase in this issue.

10. Section 7.01. Work Day and Work Week. The Union asks that the standard work day be 8 hours and each officer be assigned to work 4 days followed by two consecutive days-off. The Union also proposes that each officer be entitled to a lunch period and that officers assigned to a location which does not contain a restaurant be permitted to leave that location to obtain lunch at a destination of his choice said destination to be within the Town limits. The Union also asks that when an officer is called from his lunch hour that he be paid at the rate of time and one-half for the lunch hour. The Union states that by statute officers are prohibited from working more than 5 consecutive days in any 7 day period, compliance with the statute results in the assignment of two days off without change of the designated days. An officer assigned days off in mid-week is precluded from having a week-end off. If officers are assigned to work four days and then granted two consecutive days off, the resultant work schedule would provide for a rotation of the days off. Some week-ends would then be available for the officer to spend with his family. In the private sector workers are generally off work on week-ends and holidays. The Union states that the extension of the work day by 20 minutes without compensation would extend the work schedule sufficiently to compensate for the resultant shorter work schedule. The 4-2 schedule is currently in being in the Town of Lancaster, the Village of Lancaster and the Village of DePew. Such a schedule would result in increased productivity, improved morale and a smoother operation of the police force. The Union would be agreeable to reducing the present five personal days to four if this proposal is awarded.

The Town replies that officers in Cheektowaga do not in fact work five days and then have two days off but rather by choice work six days on - 2 days off followed by 6 days on and 2 days off then followed by 6 days on and three days off in effect provides officers with rotating days off and a long weekend for the officers every three weeks all of which fall within the parameters of the Union's demands. The extension of the work day for briefing without additional compensation would compensate for the resulting shorter work schedule. Briefing time is a non-mandatory subject of bargaining. The Union fails to mention that a shortened work schedule would result in an additional $19\frac{1}{2}$ days off or shifts to be covered per year. The cost of this proposal for 1979 would be \$134,000.

Officers working a 5-2,5-2,5-2 work wheel actually work 260 days per year. Officers who work a 6-2,6-2,6-3 work wheel work 262 days per year. Those who work a 4-2, 4-2, 4-2 wheel work 243 days per year. These additional off days would have to be covered by other officers (a net addition to the force) or by shortened numbers of officers on each shift which would lead to a lessening of police protection. If each officer receives an additional 17 days off per year and 115 officers are on the force this would mean a loss of 1955 man days. If each officer worked 243 days this would lead to the necessity of hiring an additional eight police officers. Adding 20 minutes to each officers daily schedule would mean an additional amount of work for the affected officers but would not make up for the lost man days in that the added time worked would be at the beginning and end of each shift not during the time of the shift.

The Union is also asking that each officer be granted a lunch hour and if called to work during that period that he be compensated at time and one-half. Officers who work an 8 hour day actually work only 7 hours if given an hour for meals which equals a 35 hour week. The Union mentions that in the private sector workers often do not work week-ends or holidays. For many in the private sector (as well as many in the public sector) this is true but in the private sector (and some public sector) there are many who must work week-ends and holidays because of the nature of their jobs (those in the tourist industry for example and other who labor in stores and restaurants) and still others who work a 5-2, 5-2 work week in factories which operate around the clock. Officers knew (or should have known) that the nature of the job is such that week-end and night duty is part of the nature of the job. The Union also asks that officers on duty at locations without eating facilities be permitted to leave those locations to secure food at a location of their choice within the Town limits.

It seems reasonable that an officer assigned to locations without food preparation be permitted to leave for meals (provided he is properly relieved) to a location within the Town limits and we so award. The present labor agreement provides for a 30 minute lunch period. We see no need to extend the lunch period from 30 minutes to one hour. We therefore award that the lunch period remain 30 minutes. We further award that when an officer is precluded from eating his meal by headquarters or an offense is committed in his presence requiring his action, that he be compensated at time and one half for the unused part of his 30 minute lunch period. The work wheel presents

other problems. Adoption of the 4-2, 4-2 wheel would necessitate the need for additional police officers. The Town estimate of the cost of adopting this proposal of \$134,000 may be too low. The increased time off might very well result in greater productivity for each officer while on duty and increase morale. We do not find the 4-2, 4-2 wheel widely adopted by other police departments but acknowledge it has been adopted by some. It may be a provision whose time will come but we do not find that it has arrived in Cheektowaga as yet. We do not award the adoption of the 4-2, 4-2 work wheel.

11. Section 10.01. Vacations. The Union proposes that vacation time be increased and that current language be changed to read:

After 1 year	12 working days
After 5 years	18 working days
After 10 years	24 working days
After 20 years	28 working days

The present agreement reads:

After 1 year	12 working days
After 5 years	18 working days
After 10 years	21 working days
After 15 years	24 working days
After 20 years	28 working days

The Union points out that the Village of Hamburg and the Town of Amherst provide more generous vacation benefits than Cheektowaga. The Union states that since police officers work around the clock and are required to appear in court, grand juries and administrative agencies they are deprived of leisure time which they could spend with their families and in addition the nature of the work makes officers subject to constant stress and strain. Increased vacation time may result in additional cost to the Town but the nature of police work justifies the added expense, if any.

The Town states that the impact would be an increase in 78 vacation days for the bargaining unit as computed before changes in longevity movement on steps. The cost is prohibitive but that is not the primary reason for opposing the Union's proposal. The vacation entitlements in Cheektowaga compare very favorably with those of other police departments in Erie County even though one or two may provide greater benefits.

The Panel finds that Cheektowaga does compare favorably with other police departments and awards no increases in this area.

12. Appendix A. Salary of Range Officers. The Union proposes that range officers be paid the same rate as detectives.

The Town states it has no objection to paying the range officers the same rate as detectives but since range officer is not a full time position that the increased rate of pay be applicable to the time actually spent on range officer duties.

The Panel finds the Town position well reasoned and awards accordingly.

13. Appendix A. Education incentive Pay. The Club proposes that the present one time payments for educational accomplishments be changed to annual payments. The value of an education to an officer is not a one time thing but continues year after year as he continues on the force. The Town of Amherst and the Village of Hamburg provide for annual education incentive payments. An educated policeman is of greater benefit to the community. The actual monetary cost of an education is not compensated for under the present contract provisions nor does it compensate for the many sacrifices of the officer and his family in time and effort necessary to achieve an education.

The Town responds that education pay is recognition that education enhances an officer's value but that educational attainment is built into the salary schedule. There is no reason to continue the stipend which in net effect is very close to tuition reimbursement which is implemented after the fact. The Union acknowledges that it is an uncommon provision in any contract with police units.

The Town states that all recent new hires have at least two year degrees. This still leaves some present officers without any degree and further that even though new hires have two years degrees that still leaves many who have not yet earned baccalaureate or masters degrees. The Town acknowledges that a more educated officer should be a more effective officer and should therefore encourage officers to obtain education. Elimination of this contract provision would hardly encourage the attainment of more education. The Town states that Education Incentive Pay is tantamount to tuition reimbursement. The Panel sees nothing wrong with that. Tuition in private schools is now close to \$100 per semester hour. An officer who possesses an Associate degree would need approximately an additional 60 semester hours to earn a BS degree or approximately \$6000 (substantially less at a public institution). For this he would receive, under the current labor agreement the sum of \$100. We find the Union proposal to have merit and we award that the Union proposal be adopted.

14. Section 13.03. Extended Sick Leave. The Town proposes that current language be amended to include "In any event, if the Town grants a police officer any extended sick leave, said grant shall be conditioned upon said police officers obtaining medical verification that there is a likelihood that the police officer will be returning to work and then will only be granted upon the condition that said police officers agree

to repay the granted extended sick leave from future accumulations of sick time, vacation time, holidays and other compensatory time off." If an officer will not return to duty disability retirement should be applied for.

The Union states the current provision was written in the event of a tragic illness. The Town can request disability retirement for an officer. There is no need to change the current agreement.

This Panel finds the Union position well taken as far as the Town having the option of itself requesting disability retirement for an officer yet at the same time we find some merit in the Town's position. There may be times when extended sick leave is appropriate but that time seems justified when the officer has a reasonable expectation of returning to work. We so award. We do not award the pay back part of the Town's proposal.

15. Section 17.01. Union Time Off. The Town has proposed that a limit be placed on the number of Union representatives engaged in the operation of the labor agreement. The Town states that an unlimited time off for grievance handling is possible for any number of persons. In addition 10 men may take off 4 days each to attend the state convention. Three work shifts are involved which could amount to 40 lost man days. Monthly meetings could involve 10 men with pay. Specifically the Town proposes that only three police officers be permitted time off for purposes of adjusting grievances or assisting in negotiation or administration of the current or future agreements and in addition that the Club President be allowed eight hours per week for similar purposes and that only the President or Vice President be permitted time off with pay to attend executive Board and Police Club

meetings. The current agreement authorizes up to ten men to attend state wide conventions and meetings of the Police Conferences of New York, meetings of the Western New York Police Association and the International Conference of Police Associations. The Town wishes this be reduced from ten persons to a reasonable number. The Town proposes that the President and/or Vice President be authorized to go with pay and that up to eight other police officers be authorized to go without pay.

In response to the Town's comment that Hamburg has experienced a problem the Union responds that Hamburg has only 22 policemen. The Union states that the Town has never claimed that the current language presented a problem and that Section 17 creates an illusion. The current language has existed for many years except the reference to 8 hours for the President. Because of the fact that officers do have days off, two grievance representatives are needed for each shift. Since executive board meetings involve persons from each shift it stands to reason that two shifts will be off duty when such meetings are called. For the State Convention, the President and Vice President attend followed by others based on seniority. The bylaws indicate that the President or his designee attend such conventions. The Western Meetings number 8 per year of which 7 are in Erie County. They are always evening meetings and involve only two officers who could be on duty including the President. The Union stated that frequently the Western meetings are held when the President is off duty, on vacation or on days off so that in reality not always are the two representatives on duty at meeting times.

The Town responds that it is possible that many man days could be lost. If what the Union states is true then there should be no objection to placing those restrictions in contract language. Contrary to what the Union states, there has been a problem every year in regards to the State

Conference.

The Town further states that in lieu of current language in Section 17, the Town could accept language which states that the past practice of attendance at such meetings would be continued.

The Panel recognizes that because of days off it may be necessary for grievance representatives be named for each shift. Since this is the case we award that the first paragraph of §17.01 include language as part of the first sentence of paragraph 1 that "no more than two officers will be so named per shift and that no more than one officer may investigate a specific grievance at any one time."

The Panel awards that no change be made in the language of paragraph two of §1701.

The Panel agrees that ten men should not be absent with pay to attend meetings listed in paragraph 4 of §1701. The Union states that ten men have not been absent to attend any of the meetings with pay at any one time with the possible exception of the annual meeting of the Police Conference of New York and even at that conference because of the nature of days off and shifts off in police work that the probability is that some who attend that conference would do so on their days off. The Panel finds that a possible 40 man days is too great and awards that no more than seven may attend at full pay and that up to three others may be granted time off to attend without pay.

Donald P. Goodman
Donald P. Goodman, Public Panel Member

Christopher P. Moen, Employer Panel Member

Al Sgaglione
Al Sgaglione, Employee Organization Panel Member

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

On this 1st day of August, 1979, before me, the subscriber, personally appeared DONALD P. GOODMAN, to me personally known and known to me to be the same person described in and who executed the within Award, and he duly 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, 1980

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

On this 1st day of August, 1979, before me, the subscriber, personally appeared CHRISTOPHER P. MOEN, to me personally known and known to me to be the same person described in and who executed the within Award, and he duly acknowledged to me that he executed the same.

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

On this 1st day of August, 1979, before me, the subscriber, personally appeared AL SGAGLIONE, to me personally known and known to me to be the same person described in and who executed the within Award, and he duly acknowledged to me that he executed the same.

Patricia A. Kubiak

PATRICIA A. KUBIAK
Notary Public, State of New York
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Town of Cheektowaga Police Club, Inc.

Case Number: NYS PERB IA-114; M78-673

On the 1st day of August, 1979, a public arbitration panel award was made pursuant to §209.4 (c) (d) and (vi) of the New York State Civil Service Law with respect to terms and conditions of employment for the years 1979 and 1980 in the above-captioned case. For the most part, the Award and Opinion of the majority of the panel was extremely well-reasoned and I find myself in agreement with much of what it provides. Nevertheless, I must respectfully dissent from the decision and award of my colleagues inasmuch as I am of the opinion that the reasoning of the panel broke down over the issue of wages for this unit.

The statute requires the panel to compare wages, hours and conditions of employees performing similar functions under similar conditions in comparable other communities. As was noted by the majority of the panel in its Opinion and Award on page 3, "The Town of Cheektowaga (Cheektowaga) is one of three in Erie County with more

than \$1 billion in property value. All other municipalities have property valued at less than \$1 billion." The other towns referred to by the panel are Amherst and Tonawanda. In fact, Amherst and Tonawanda are the most comparable communities to Cheektowaga in terms of population, size of police force and tax base. This is not to say that there are not distinctions among the three towns. Cheektowaga has the highest population figure. Tonawanda and Amherst have higher property values and generate greater amounts in tax revenues. Amherst, especially as a matter of historical perspective, has consistently maintained the highest paid suburban police force in Erie County. Of course, other less comparable communities may also be considered when attempting to reckon the issues according to the scheme of the Civil Service Law.

The majority of the panel has seen fit in this case to make an award of a 6% increase in salary covering the period 1/1/79 to 6/30/79 plus an additional 2% increase commencing 7/1/79 for the period 12/31/79. For the year 1980, the majority has awarded an increase of 7% covering the period from 1/1/80 to 6/30/80 and an additional 1% increase commencing 7/1/80 for the period ending 12/31/80. These increases will cost the Town of Cheektowaga as follows:

Base 1978 salary in the Town of Cheektowaga	\$1,798,035.00
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1979

6%	1/1/79	\$107,882.10
2%	7/1/79	<u>19,059.17</u>
Total 1979 cost		\$126,941.27

1980

Second half of 7/1/79 increase		\$ 19,059.17
7%	1/1/80	136,082.47
1%	7/1/80	<u>10,400.59</u>
		\$165,542.23
		<u>126,941.27</u>
Total 1980 cost		\$292,483.50

Combined 1979 and 1980 cost
for wages only \$419,424.77

The above figures are more accurately expressed as percentages over 1978 costs for wages as a 7.06% increase for the year 1979 and an 8.59% increase for the year 1980. As such, the majority on this panel has exceeded awards most recently made for wages in the two most comparable other communities in Western New York. The Town of Amherst police have been awarded wage increases of 7% in 1979 and 7% in 1980. The Town of Tonawanda police have achieved wage increases of 5% in 1979 and 6% in 1980. Another less comparable community, the Town of West Seneca, negotiated an increase in wages for its police in the sum of approximately 6.5% in 1979 and 6.5% in 1980. The majority of this panel has made substantial awards on economic items such as longevity,

uniform allowances, major medical health insurance coverages and educational incentive pay, at a substantial cost to the Town, in order to bring them comparatively in line with other communities in the area. Other items already existing in the prior contract, such as vacations, work week and holidays, were found to be readily comparable as is to that which is offered in other communities. There was no issue of "catch up" in wages for Cheektowaga patrolmen, inasmuch as their past salary levels were determined by a prior panel to be quite comparable to that which was offered in other communities at the time. In the light of the posture taken or adopted by the majority in its award, there seems to be no reason why a 7% per year police wage raise in the Town of Amherst, which town has historically maintained the highest paid suburban police force in Erie County, is not also a fair settlement in the Town of Cheektowaga for its police. It is, in fact, ironic that the majority award in this case even exceeds that which was awarded to the superior officers within the Cheektowaga Police Department. In that case, during the month of July of this year, captains and lieutenants in the Cheektowaga Police Department were awarded wage increases of 7% in 1979 and 7.25% in 1980.

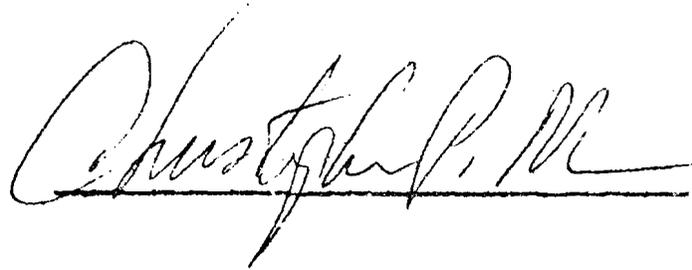
As a member of this public arbitration panel, I, along with my colleagues, am charged by the Civil Service Law to take into account the interest and welfare of the public, among other factors. It is

apparent that it is in the public interest to hold the line on the cost of operating government in these inflationary times. This fact has been determined and articulated most recently at the highest level of government in this country and comes to us in the form of the presidential guidelines. These guidelines seek to put limits on negotiated and otherwise imposed wage increases in an effort to drive back the increasing rate of inflation we are experiencing in this country. It is true that the guidelines have been much maligned and abused in the course of collective bargaining this year in both the public and private sectors, but the basic purpose and intent of the guidelines, without respect to the actual quantitative limits imposed by the guidelines, remain valid. Local government has the obligation to lead the way. This does not mean that the Cheektowaga police should bear the burden of obtaining the objective of taming inflation within Erie County this year. In fact, there is no doubt that the Cheektowaga police deserve a fair and comparable increase in pay.

Upon implementation of the majority's award in this case in 1980, the senior Cheektowaga patrolman will be earning \$18,963.98 in base pay at the end of the year. The senior patrol officer in the Town of Amherst in the same period will be earning just \$97.46 more (\$19,061.44) while his counterpart in the Town of Tonawanda will be earning \$17,748.64; that is to say, the senior Cheektowaga patrolman

at the end of 1930 will be earning \$1,214.98 more than his counterpart in the Town of Tonawanda in base pay. It seems that the majority of this panel has decided to take the Town of Cheektowaga down the road taken by the government of the Town of Amherst, by design or not, and I am not certain that the people or the government of the Town of Cheektowaga wish to follow.

I, therefore, respectfully dissent.

A handwritten signature in cursive script, appearing to read "Christopher P. Mc", written over a horizontal line.