

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Compulsory Interest
Arbitration of

VILLAGE OF FAIRPORT,
Public Employer

- and -

FAIRPORT POLICE BILLY CLUB
Employee Organization

CONCILIATION
L
Interest Arbitration
Award

Case No.

IASI-16; M81-77

On August 3, 1981 the New York State Public Relations Board determined that a Public Arbitration Panel was appropriate under Section 209.4 of the Civil Service Law and appointed Thomas N. Rinaldo as Public Member and Chairman, Carl R. Krause as Employer Panel Member and Richard J. McCorry as Employee Organization Panel Member. Hearings were held in Rochester, New York, on October 8, 1981 and January 21, 1981. Appearing on behalf of and representing the Village of Fairport was attorney Peter J. Spinelli and on behalf of the Fairport Police Billy Club was attorney Gary Van Son.

The panel in arriving at its determination 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 interest and welfare

of the public and the financial ability of the public employer to pay. It also considered the hazards of the job, 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 all other relevant factors.

The parties were afforded full opportunity to be heard, to offer evidence, argument, and to call witnesses and engage in examination and cross-examination. Briefs were submitted and considered by the panel.

The parties by collective negotiations resolved the following terms and conditions of employment:

1. Article III - Sick Leave Accumulation and Use (provisions for 1/2 days)
2. Article V - Member Rights, Disciplinary Arbitration, Off-duty Interrogation.
3. Article VIII - Equipment Enumeration.
4. Article X - Access to Personnel Files.
5. Article XI - Seniority.
6. Article XIII - Reciprocal Rights (release time)
7. Shift Selection and Transfers
8. Article XIX - Work Schedule and Overtime.
9. Article VII - Health Coverage
10. Holidays
11. Education Allowance
12. Plainclothes Allowance
13. Uniform Cleaning
14. Corporal's and Sergeant's Rank Differential
15. Vacation
16. Personal Days

TERMS AND CONDITIONS OF EMPLOYMENT
IN DISPUTE

1. Article XVII Fringe Benefits - Section I Retirement

Police Officers employed by the Village of Fairport have

coverage under Section 384 (special 25-year plan) and the parties agreed in negotiations to the addition of coverage under Section 375-i (non-contributory new career retirement plan) for officers who elect. The Union has proposed that officers also have the right to elect coverage under Section 384-d of the Retirement and Social Security Law (special 20-year plan).

The Village has objected to the arbitribility of the Union's proposal by filing an improper practice charge and by pursuing litigation in an attempt to remove this issue from the purview of the panel. The Village was unsuccessful and the panel has considered the proposal together with the others.

This panel was persuaded that the 20-year plan proposed by the Billy Club will provide no immediate benefit to any of the Village's police officers. Ten full-time police officers are in the bargaining unit. Of the ten, one, Herman Stolt, has 24 years of service. The 20-year plan would not enhance his retirement benefits, since it provides no additional benefits for service past twenty years. Another officer, Henry Wahlers, has almost 15 years of service plus 6 years of prior service with the Fairport Municipal Commission. The service with the Municipal Commission may be credited under the Section 375-i plan, but not the special 20-year plan. Therefore, the adoption of the 20-year plan is not likely to aid Wahlers; the Section 375-i plan is more attractive. The remaining eight officers in the Village Police force all have six or fewer years of service. It is clear to the panel that although the 20-year retirement program provides long term benefits to the employees

involved in this dispute, there is no immediate benefit to be generated by the adoption of the Union's proposal.

2. Article XVII Fringe Benefits - Dental Plan

The Union has proposed that GHI Type N Dental Plan with 100% prosthetics and orthodontics added to existing health insurance coverage, with the full cost to be borne by the Village. The Village resists this proposal arguing that the cost is too prohibited.

FRINGE BENEFITS - LONGEVITY

The Union proposes that commencing with the third year of service members shall receive longevity benefits calculated as a percentage of salary. A schedule provided reflects increasing percentages as years of service increase. The Union argues that the purpose and intent of such longevity pay is to serve as an inducement for long and faithful service.

The Village opposes the payment of longevity benefits arguing that it is nothing more than hidden salary cost.

ARTICLE XX - WAGES

The Union has proposed a ten percent increase in starting salary for patrolmen from \$15,109.98 to \$16,620.00, a twelve percent increase in the first year patrolmen's salary from \$16,058.92 to \$17,985.00, a sixteen percent increase in the second year patrolmen's salary from \$16,901.17 to \$19,267.00 and a sixteen percent increase in the third year patrolmen's salary from \$17,795.37 to \$20,642.00.

The Union has also proposed a cost of living allowance (Cola) to be caculated quarterly and to be equal to the percentage increase in the consumer price index for urban consumers for the United States.

The Village salary proposal is that the salaries specified for existing wage classifications in the most recent Contract be increased by six percent effective on June 1, 1981 and that another increase of six percent on June 1, 1982. The Village opposes the proposals for a cost of living allowance (Cola).

ARTICLE XXII - DURATION

The Village requests the panel to issue an award whose term extends until May 31, 1983 two years after the expiration of the last Contract. The Union would like a one-year award.

DISCUSSION

The Village of Fairport includes an area of about one and one-half square miles, located approximately ten miles southeast of the City of Rochester, Monroe County, New York. The population is approximately 6,000. There is little industry and only one major plant - the Fairport Plant of American Can Company.

In reviewing the evidence submitted, it is evident to the panel that the police officers of the Village do not suffer a wage disadvantage when compared to other village policemen in the surrounding area but are at the low end of the curve when compared to other policemen in the County of Monroe. (see attached salary

comparisons submitted by the parties). Salaries recently negotiated for police officers in the Rochester area range from a six percent for patrolmen in the Village of East Rochester. Salary increases are in the general range of eight to ten percent in the County of Monroe.

The Village does not argue they are unable to afford a salary increase for their police department but rather argue that any increase must be a reasonable one so as not to unnecessarily burden the Village taxpayers. The 1982-83 Village Budget includes a six percent increase for Village officers, which is the increase that other Village employees have agreed to accept.

This panel in arriving at its determination has considered the economic demands of living in the Rochester area and the toll that inflation has taken on a patrolmen's salary. While living costs have steadily increased there appears to be a softening in inflation. Recently, cost of living has been reported to be in the range of eight to nine percent.

This panel has decided after carefully reviewing the statistical data submitted, that any financial cost to the Village should be awarded in a salary increase rather than in additional fringe benefits. We believe that a hardy salary increase will bring Village officers more in line with other police departments in the County of Monroe and more competitive with private industry. We rejected the retirement proposal because it would involve a substantial

cost to the Village without any benefits to a police officer for some approximately thirteen years. This panel is further of the opinion that a 20-year retirement proposal, if a priority item to the department, should be achieved through hard and fast negotiations in the future rather than by an award of this panel. We have rejected a dental program as well as longevity benefits because we believe that the monies to fund these benefits should more appropriately be allocated to a patrolmen's salary so that he can keep up with, and hopefully ahead of inflation.

In arriving at our award we have also taken into consideration the fact that a police officer in the Village of Fairport has already achieved through collective negotiations additional benefits which may cost the Village approximately one percent in addition to what is awarded herein.

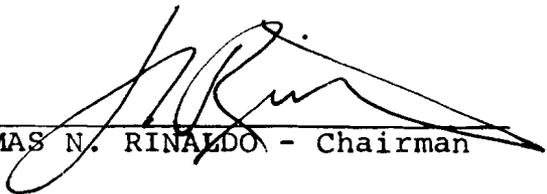
In arriving at what this panel believes is a fair salary increase, we have also rejected the Union's request for a Cola clause.

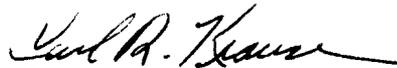
Because of the protracted negotiations, litigation and time for this panel to receive evidence and make its award, we have determined that a two-year Contract is appropriate.

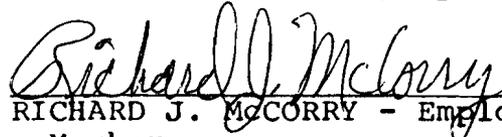
After carefully considering all of the evidence and arguments presented and mindful of our responsibility mandated by Section 209.4 of the Civil Service Law, we hereby make the following Award:

AWARD

1. The Village of Fairport Police Officers are to receive a ten (10%) percent salary increase retroactive to June 1, 1981 and receive an additional ten (10%) percent salary increase beginning June 1, 1982 until May 31, 1983 the expiration of the two-year Contract.

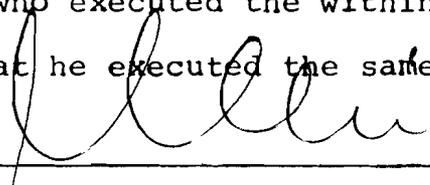

THOMAS N. RINALDO - Chairman


CARL R. KRAUSE - Employer Member


RICHARD J. McCORRY - Employee Member

STATE OF NEW YORK) SS.
COUNTY OF ERIE)

On this 3rd day of January, 1982, before me, the subscriber, personally appeared THOMAS N. RINALDO, to me 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.



DONALD A. ALESSI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1982 *82*

STATE OF NEW YORK) SS.
COUNTY OF ERIE)
MONROE

On this 4th day of February, 1982, before me, the subscriber, personally appeared CARL R. KRAUSE, to me 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.

John J. Spivak

STATE OF NEW YORK) SS.
COUNTY OF ~~ERIE~~)
MONROE

1982

On this 24th day of ~~January~~ ^{February}, 1982, before me, the subscriber, personally appeared RICHARD J. MCCORRY, to me 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.

James D. Wells

JAMES D. WELLS
1982

SCHEDULE S' MITTED BY TOWN

FAIRPORT POLICE ARBITRATION

	Fairport	Brighton	East Rochester	Newark	LeRoy
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1. Patrolman - Entry Level					
1980	15,109.98	14,748	14,795	11,955	12,000
1981	(16,620-U) (16,015.54-V)	15,928	16,319	12,672	13,020
%	(12%-U) (6%-V)	8%	10.3%	6%	8.5%
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2. Patrolman - Top Step					
1980	17,795.37	19,418	18,392	13,977	14,800
1981	(20,642-U) (18,862.70-V)	20,971	20,286	14,816	16,058
%	(16%-U) (6%-V)	8%	10.3%	6%	8.5%

SCHEDULE SUBMITTED BY TOWN

FAIRPORT POLICE ARBITRATION

	Dansville	Auburn	North Tonawanda
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1. Patrolman - Entry Level			
1980	10,282	14,543	14,648
1981	11,206	15,779	15,820
%	9%	8.5%	8%
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2. Patrolman - Top Step			
1980	15,818	16,953	17,631
1981	17,242	18,394	19,041
%	9%	8.5%	8%

SCHEDULE SUBMITTED BY
FAIRPORT POLICE BILLY CLUB

Table 1-H
June 1, 1981 Fairport Salary to
Achieve Parity with Monroe County Average

Monroe County Average 1/1/81-12/31/81	\$20,004
Village of Fairport 1/1/81-5/31/81	
\$17,795 + 12 months X 5 months = \$7,415	
TO ESTABLISH PARITY	
6/1/81-12/31/81	
\$21,581 + 12 months X 7 months = \$12,589	20,004

Indeed, the top salary of \$20,642 results in a net loss to parity of \$548 which can be demonstrated as follows (Table 1-I):

Table 1-I
Loss of Parity to Fairport Police
Officers if Top Salary Request Granted

Monroe County Average	\$20,004
Fairport 1/1/81-5/31/81	
\$17,791 + 12 months X 5 months = \$7,415	
6/1/81-12/31/81	
\$20,642 + 12 months X 7 months = \$12,041	
Total	\$19,456
NET LOSS (Difference)	\$ 548

Again, as in the Consumer Price Index Analysis, the Club's salary request results in a net loss, not gain, if granted in its entirety. Obviously, more relief than this request is required if Fairport is to take its proper salary position among Monroe County Police Officers as shall be addressed in the cost of living adjustment issue.

3. <u>East Rochester</u>	\$19,497
1/1/81-5/31/81	
\$18,392 ÷ 12 months X 5 months = 7,663	
6/1/81-12/31/81	
\$20,286 ÷ 12 months X 7 months = 11,834	
1981 Composite	\$19,497
4. <u>Gates</u>	
\$17,964 X 10% - interest arbitration (assumption)	\$19,790
5. <u>Greece</u>	\$20,507
1/1/81-6/30/81	
\$20,304 ÷ 12 months X 6 months = 10,152	
7/1/81-12/31/81	
\$20,710 ÷ 12 months X 6 months = 10,355	
1981 Composite	\$20,507
6. <u>Irondequoit</u>	\$21,301
7. <u>Monroe County Sheriff Dept.</u>	\$19,394
8. <u>Rochester</u>	\$20,052
1/1/81-6/30/81	
\$20,341 ÷ 12 months X 6 months = 10,170	
7/1/81-12/31/81	
\$21,765 ÷ 12 months X 6 months = 10,882	
1981 Composite	\$20,052
9. <u>Webster</u>	\$20,643
TOTAL 1981 AVERAGE	\$20,004

For the Club to achieve parity with the average salary of other Monroe County Police Officers, a salary of \$21,581 would have been necessary as of June 1, 1981 which can be demonstrated as follows (Table 1-H):

(b) Salary Comparability

In the above analysis, the Club has amply justified its salary proposal, and, indeed, demonstrated that it cannot catch-up to its 1978 buying power due to the lowness of its own demand. Cost of Living aside, the Club would also submit that its salary proposal is also justified based upon comparable wages of other police officers within Monroe County. In order to fully illustrate the nature of this parity demand, the composite salary concept is again required due to the varying times that other units received their pay raises. Since June of 1981 is the time reference for Fairport, the calendar year of 1981 is used. All wages for this era are known, except for Gates, which will be speculated upon. Wages for 1982 are unknown in many units, therefore, this analysis must be restricted to 1981.

The wage rates for calendar year 1981 are as follows (Table 1-G):

Table 1-G
Monroe County 1981 Police Officer Salaries

<u>Exhibit Number</u>	<u>Amount in 1981</u>
1. <u>Brockport</u>	\$17,914
1/1/81-5/31/81	
\$16,926 ÷ 12 months X 5 months = 7,053	
6/1/81-12/31/81	
\$18,619 ÷ 12 months X 7 months = 10,861 (COLA assumption)	
1981 Composite	\$17,914
2. <u>Brighton</u>	\$20,971