

DA81-20, MEO-633

REC'D PUBLIC RELATIONS
JAN 21 1982

IN THE MATTER OF THE ARBITRATION

BETWEEN

CITY OF LACKAWANNA

and

LACKAWANNA POLICE BENEVOLENT ASSOCIATION

Panel Members:

Alice Grant - Chairperson
Public Panel Member

Anthony F. Caferro, Jr.
City Panel Member

John F. Collins
Association Panel Member

APPEARANCES

For the City - Dr. Charles J. Ganim

For the Association - Joseph A. Collins, Esq.

PRELIMINARY STATEMENT

This arbitration award arises out of the Collective Bargaining Dispute between the City of Lackawanna, hereinafter referred to as "City" and the Lackawanna Police Benevolent Association, Inc., hereinafter referred to as the "LPBA". The dispute is over the negotiation of the new contract. The old contract expired on December 30, 1980. The LPBA is the bargaining agent for 52 members of the City of Lackawanna Police Force. There were twenty-two unresolved issues that were submitted to this Panel for resolution pursuant to Article 209.4 of the New York State Civil Service Law. The statute empowers this Arbitration Panel to make a just and reasonable determination of the matters in dispute.

The statutory considerations which the Panel followed are:

a. Comparison to the wage, hours and conditions of employment of the employees involved in the arbitration proceedings with the wages, hours, and conditions of employment of other employees performing similar services, or requiring similar skills under similar working conditions with other employees generally in public and private employment in comparable communities;

b. The interest 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 hazards of employment, physical qualifications, educational qualifications, mental qualifications, and job training skills;

d. Terms of Collective Agreement negotiated between the parties in the past providing for compensation and fringe benefits, including but not limited to the provisions for salary, insurance and retirement benefits, medical and hospitaliation benefits, paid time off and job security.

An arbitration hearing was held on December 21, 1981 at the Lackawanna City Hall. The City was represented by Dr. Charles Ganim. The LPBA was represented by Joseph A. Collins, Esq. Both sides were given full opportunity to present evidence and witness testimony on the points in dispute. In addition, the City was allowed additional time to submit post hearing briefs. The Panel met in executive session immediately following the arbitration hearing. The Panel met again on January 18, 1982 in Rochester, New York, at the office of the Chairperson, Alice Grant. The following is the unanimous award of the Panel made pursuant to the statutory authority contained in 209.4 of the New York State Civil Service Law.

ARTICLE II - UNION SECURITY

Section 2 & Section 3 - Business - The LPBA

Demand to add additional days and personnel to union business is denied and the present contract language will remain.

ARTICLE IV - UNIFORM ALLOWANCE

Section #1. The LPBA has requested \$500.00 uniform allowance with an extra \$200.00 for each new patrolman during the first year. The City has opposed the increase which would be an extra \$250.00. The Panel in awarding an increase in uniform allowance is cognizant of the increased cost of cleaning and maintaining uniforms, the fact that no increases were awarded during the last contract and the fact that the Captains and Lieutenants now received \$325.00 per year uniform allowance. Therefore effective January 1, 1982, Article IV, Section 1 shall be changed to reflect a clothing allowance of \$325.00 per year to be paid proportionately over the pay periods during the calendar year.

ARTICLE V - COMPENSATION

The LPBA has requested a 20% salary increase for the year 1981 and a cost of living increase on all wages to be adjusted on a quarterly basis. The City has offered a no wage increase to the LPBA for the year 1981. However, the City has negotiated a 5% wage increase in 1981 and a 5% wage increase for 1982 with the blue collar employees. Likewise, a Compulsory Interest Arbitration Panel has awarded a total of 8% wage increase to the Lackawanna Firemen for the year 1981 and a total 8% wage increase for the year 1982 (5% general increase, 3% equity). In addition, a Compulsory Interest Arbitration Panel has awarded the police captains and lieutenants a 8% wage increase for 1981 and a 5% wage increase for 1982, plus effective January 1, 1981, the salaries of lieutenants shall be 108% of salary of a detective at the same step, and the salaries for captains shall be 108% of the salary for lieutenants at the same step. The Panel in making an award takes into consideration

the past bargaining history of the parties; the ability of the City to pay; comparability within the surrounding area; the wage increases paid to other city unions, particularly police and fire; the economic statistics presented to this panel; the inflationary trends in the economy, the rise in the cost of living and other factors which influence this panel to grant a general 8% wage increase for the year 1981, and a general 8% wage increase for the year 1982 for all members of the LPBA. The 8% wage increase for the year 1981 will be retroactive to January 1, 1981 and paid by a separate check.

ARTICLE VI - SECTION 2 and SECTION 3 - MILEAGE AND MEAL AND LODGING ALLOWANCE.

The LPBA request for increase mileage, meal and lodging allowance is denied and the present language will continue.

ARTICLE VII - LONGEVITY SERVICE PAY

The LPBA request longevity increments of \$300.00 for each five years of service. This represents an increase over the present schedule. The City has offered no longevity increases. The Panel keeping in mind the statutory requirements, the evidence presented at the hearing and a longevity award made to the captains and lieutenants makes the following award, effective January 1, 1982, Article VII shall be changed to reflect a longevity increment increase of \$50.00 for each level, to wit:

After 10 years	\$200.00
After 15 years	\$300.00
After 20 years	\$400.00

The remaining language under Article VII shall remain the same.

ARTICLE VIII - TRUST FUND

The LPBA's demand for \$20,000 life insurance policy for each member is denied and the language will remain the same.

ARTICLE IX - WORK DAY AND WORK WEEK

The LPBA has requested four ten hour days on and two days off. The City opposes this demand. A question exists, as to whether or not the present work schedule conflicts with New York Law. The Panel directs the parties to establish a three man committee, consisting of the Chief of Police, the President of the LPBA and a Councilman to study this issue and to implement a work schedule that is in conformity with New York Law. Furthermore, the panel is directed to implement a work schedule that insures the maximum amount of police officers on the streets at all times. The L.P.B.A.'s request for a shift differential is denied.

ARTICLE XI - HOLIDAYS

The LPBA has requested four additional holiday hours on Good Friday, Christmas Eve, New Year's Eve and a whole day on Easter Sunday. The City has opposed this request. The Panel is aware of a discrepancy that presently exists between the pay given to captains and lieutenants on the designated religious holidays of New Years, Easter and Christmas and that given to members of the LPBA. Therefore, the Panel awards the LPBA double time their regular hourly wage rate for any member who works on the designated religious holidays of New Years, Easter or Christmas.

The remainder of the Article will remain the same.

ARTICLE XII - VACATIONS - SECTION I

The LPBA has requested additional vacation time for its members who have worked over seven years with the department. The City has requested a revised vacation schedule which takes back vacation days from the LPBA members. The Panel is aware of a discrepancy that

presently exists between the captains' and lieutenants' vacation schedule and that afforded the LPBA. Therefore, the Panel awards that after twenty (20) years of service LPBA members will be entitled to one additional day of vacation for each year over twenty (20) years. The remainder of the language will remain the same.

ARTICLE XIII - PERSONAL LEAVE

The LPBA requests four additional personal leave days. The City opposes the request. The requests for increased personal leave days is denied. The Panel is aware of a discrepancy that exists between the LPBA members and the captains and lieutenants as far as accumulation of personal leave days and therefore awards the right to the LPBA members to add unused personal leave days to accumulated sick leave or as in their present contract to compensatory time.

The remaining language in the personal leave clause is to remain the same.

ARTICLE XIV - SICK LEAVE

Section I : The LPBA requests 8 additional sick leave days per year, in addition to unlimited accumulation of sick time. The City opposes the request. The Panel is aware of a discrepancy that presently exists between the captains and lieutenants and the firefighters and the LPBA and therefore awards the members of the LPBA an additional two sick days per year. Effective January 1, 1982, the sick leave accrual rate will be 24 days per year with a maximum accumulation of 200 sick days.

SECTION 4

The LPBA's request to eliminate Section 4 is denied.

SECTION 5

The LPBA requests that upon retirement, disability or death of a member that unused sick time be compensated at a rate of 90% of a member's regular pay. The City opposes the request. Evidence presented by the City indicated that the City of Lockport pays 100% of unused sick time at time of retirement and the City of Tonawanda pays up to 90 days. Furthermore, the captains and lieutenants or their beneficiaries receive compensation for all unused sick time at the rate of 90% of their regular hourly pay, while the firefighters receive reimbursement on a sliding scale.

The Panel awards reimbursement for all unused sick time to any member or his beneficiary upon the member's retirement, disability or death at the same rate presently paid to the City of Lackawanna firefighters under their existing contract.

SECTION 6 -SICK BANK

The LPBA's demand for a sick bank is denied.

ARTICLE XV - EDUCATION AND TRAINING COURSES

The LPBA's demand for an increase in educational and training course pay is denied.

ARTICLE XVI - RETIREMENT

The LPBA requests a maximum of 200 hours overtime during an employees last year. The City opposed this demand. The LPBA's request for 200 hours, which represents an increase of 50 hours, is denied. The Panel awards the LPBA an additional 10 hours to be added under this section in order to equalize the amount of overtime available to the LPBA and the captains and lieutenants at 160 hours. The remainder of the article will remain the same.

ARTICLE XVII - SECTION #1 - HEALTH INSURANCE

The LPBA has requested broader coverage under the health insurance plan. The City opposes any broader coverage. The LPBA's request is denied and the City is directed to provide members of the LPBA with the same health insurance coverage as that provided to the captains and lieutenants.

The Panel directs the parties to confer and eliminate double health insurance coverage for families where both husband and wife are fully employed and the coverage provided to both is equal to that provided by the City to a member insured and where the elimination of double coverage will result in a dollar cost saving to the City.

The remainder of the language shall remain the same.

ARTICLE XVII - INDEMNIFICATION

The LPBA's request for \$1,000,000 indemnification insurance for false arrest, false imprisonment, etc., is denied.

ARTICLE XVIII - BEREAVEMENT LEAVE & FAMILY ILLNESSES - SECTION #1

The LPBA requests additional bereavement time off and expansion of coverage for designated relatives within the immediate family. The City opposes the request. The LPBA's request for additional time off is denied. The Panel directs that the definition of "immediate family" be expanded to include the same language as in the captains' and lieutenants' contract.

ARTICLE XIX - COURT TIME - SECTION 2 & 3

The LPBA requests an increase of compensatory time for local court appearances (3 to 4 hours) and foreign court appearances (4 to 6 hours) is denied. The language will remain the same.

ARTICLE XXII - BILL OF RIGHTS FOR PATROLMEN AND DETECTIVES

Section #7:

The LPBA's request for an increase in the coverage of the Bill of Rights is denied.

ARTICLE XXV - SAVE HARMLESS CLAUSE

The LPBA's request for increased legal protection and coverage under the "Save Harmless Clause" for false arrest, etc., is denied.

ARTICLE XXVII - GRIEVANCE PROCEDURE

The LPBA's request for increased time limits in the grievance procedure and for the losing party to pay all costs is denied. Except for language changes previously agreed to by the parties, the remaining language will remain the same.

ARTICLE XXVIII - DURATION OF CONTRACT

Section I:

The LPBA's request for a 1 year contract is denied. The Panel awards a two year contract to be effective from January 1, 1981 to December 31, 1982.

The Panel directs the parties to provide copies of the contract according to the way it was done in the past.

This award constitutes the entire award of the Panel concerning all issues properly before it.

Alice B. Grant
ALICE GRANT, CHAIRPERSON
PUBLIC PANEL MEMBER

Anthony F. Cafarro Jr.
ANTHONY F. CAFERRO, JR.
CITY PANEL MEMBER

John F. Collins
JOHN F. COLLINS
ASSOCIATION PANEL MEMBER

Teresa M. Knapp
1/18/82
TERESA M. KNAPP
NOTARY PUBLIC State of N.Y. Monroe Co.
My Commission Expires March 30, 1983

