

COMPULSORY INTEREST ARBITRATION

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD (PERB)

In the Matter of an Interest Arbitration

between

TOWN OF CHEEKTOWAGA (Town)

-and-

CHEEKTOWAGA POLICE CLUB INC. (Union)

PERB IA82-49,  
M82-589

OPINION AND AWARD

Arbitration Panel  
Eric Lawson Jr, Chairman  
Joseph A. Collins, Employer Member  
Stanley G. Keller, Employee Assn. Member

OCT 31 1983

APPEARANCES

TOWN by John F. Collins; Collins, Collins & DiNardo, P.C.  
Witness William L. Wielinski, Accountant

UNION by Anthony DeMarie; Dixon and DeMarie, P.C.  
Witnesses Robert Morsman  
Thomas Tomczak

PROCEDURE

The parties being unable to negotiate a collective bargaining agreement (cba) to succeed one expiring on December 31, 1982\* (JE1), the Union pursuant to Article XIV CSL Section 209.4 petitioned

\*..."or until such time as a subsequent agreement becomes effective." JE1 Section 24.03

PERB on March 23, 1983 for interest arbitration of the matters remaining in dispute. The arbitration panel was designated on April 28, 1983 to hear and decide the issues in dispute. A hearing was held in Cheektowaga New York on June 16, 1983 at which time the parties produced evidence\* including the testimony of sworn witnesses, and made argument in support of their respective contentions. Written briefs were received by July 28, 1983 at which time the record was completed and the Panel commenced its deliberations.

In arriving at the following determinations which the Panel believes are ... "just and reasonable" ... [CSL Art. XIV, Sect. 209.4 (v)], it has applied the following statutory criteria:

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees generally in public and private employment in comparable communities.

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\* Exhibits:

JE1, 1981-1982 cba; TEs#1 Arbitration brief (showing comparisons with eleven Western N.Y. Police cbas.), #2 cost of proposals, #3 roster 1/2/82, #4 roster of officers receiving educational pay incentive, #5 court time 4/1/82-12/31, #6 court time 1983, #7 roster showing leave times. UEs#1, chart (area served, No. of police officers, calls per day, population), #2 chart, clothing allowance, #3 chart, base salary, #4 chart, hourly rate, #5 chart, shift differential, #6 chart, longevity, #7 "Monthly premium rates", #8 "Summary list of Police Arbitration awards" (PERB, Rvd. 2/24/83), #10 chart "patrolmen salary increases" ... (Union exhibits 1-6 compared Cheektowaga with Tonawanda, Amherst and West Seneca.)



3. Rate of Pay 6.03 Union- per diem rate arrived at by dividing the annual salary by the number of assigned work days per year. The hourly rate to be determined by dividing that figure by eight.

Town- The present system to remain unchanged (i.e. dividing the annual salary by 2080 to produce the hourly rate)

4. Longevity Pay 6.06 Union- After five years \$225  
 " ten years \$300  
 " fifteen years \$400

Town- The present system to remain unchanged.

5. Work Day, Work Week 7.01 Union-Change the current provision providing for two consecutive days off in every seven day rotation to provide for a 5 on-2 off, 5 on-3 off on a fifteen day rotation.  
 There will be a fifteen minute show-up appearance period before the commencement of each shift for briefing purposes. This period shall be without pay.

Town-The present system to remain unchanged.

6. Interrupted Lunch Hour 7.02 Town-Delete from cba

Union-No change from current cba.

7. Special Lunch Hour Leave 7.03 Town-Delete from cba

Union-No change from current cba.

8. Court Pay 8.01 Town-Add "Should an officer be able to make two (2) appearances on the same day, he will be paid for the time actually spent on the appearances or a minimum of four (4) hours

regardless of whether or not the appearance is in the Town or outside the Town."

Union-No change from current cba.

9. Holidays 9.01 Union-Payment in a lump sum for unused holidays, Payment at time and one half for Holidays actually worked.

Town-No change from current cba.

10. Vacation 10.01 Union- Three additional days after 10 years of service. Three additional days after 15 years of service.

Expansion of the minimum number of officers who can take vacation at any given time.

Town-No change from current cba.

11. Personal Leave 12.01 Town-will accept PBA proposal except that Town will not allow denial of Personal Leave to be grieved.

Union-Its language and grievability of Personal Leave denial, and carrying forward of unused PL days as vacation or sick leave days.

12. Sick Leave Upon Termination 13.07 Union-Increase the present 25% valuation of sick leave upon retirement to 50% in the first year and 75% in the second year

Town-No change from current cba

13. Health Insurance 15.02 Union-In the first year add:  
 Rider 8 (Dependants to age 23)  
 Rider 9 (ambulance service)  
 Rider 3 (in-patient to 365 days)  
 Rider 4 (EKG)

Coverage for deceased officer's family for the balance of the year within which officer's death occurred

In the second year add:  
 Rider 14 ( alcohol rehabilitation)  
 Rider 5 (social service)  
 Rider 12 (lab and Pathology)  
 Rider 14 (psychiatric additional care)  
 Rider 16 (basic psychiatric care)  
 Option 2 (vision care coverage)

Town-Present provisions to remain in effect.

14. Club representatives 17.01 Union-Allow President to work day  
 trick. No other changes.

Town- Require President to work shift normally assigned.

Limit to five the number of club representatives who may invoke paragraph one and two (17.01) privileges.

Limitation on Union business to prohibit leave for social type functions.

Limit to three officers and the President those who may invoke the privileges of paragraph 4 (17.01).

The parties stipulated that police officers in Cheektowaga perform the same duties as do officers in Amherst, West Seneca and Tonawanda. Also stipulated were the following salary increases for members of the bargaining unit: 1978 - 9.6%, 1979 - 11.4%, 1980 - 7.2%, 1981 - 3.2%, 1982 - 7.8%.

DISCUSSION

The Public Arbitration Panel's findings of fact and analysis result from a review of the evidence and arguments offered at the hearing and of the briefs filed by the parties. The Panel's review occurred privately by the members at three meetings held on August 30, September 30 and October 2, 1983 and on correspondence exchanged between the Panel members. The final meeting of the Panel produced a unanimous vote on all issues.

Both parties adduced arguments based on comparability. However, the comparison bases differed. The Union principally offered police departments near to or contiguous with Cheektowaga. The Town compared to departments scattered throughout Western New York (see footnote page 2 supra)\*. Since the Panel is obligated pursuant to Section 209,4,(c) (v), a. (supra) to make comparisons between different work forces the appropriate weight to be attached to these different comparison bases is significant. Clearly the more remote from Cheektowaga the individual police department, both in terms of location as well as the nature of the department itself (i.e. city, urban, suburban) the less validity it has for comparison. Of the departments offered, the larger suburban departments located geographically near to Cheektowaga appear to be most relevant. Factors such as the size of the force, calls per day, area and population suggest that police forces in Tonawanda (Town),

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\*The Club in UE 8 and 10 provided statewide averages for negotiated and arbitrated awards.

Amherst, West Seneca, and North Tonawanda are most comparable with Cheektowaga (TE1 (4), UE1, which are attached to and made a part of this Opinion and Award). Each unit provides service to a population of more than 35,000 persons located in urban or suburban settings, and each has a police force in excess of fifty uniformed employees. Of this sample Amherst and the Town of Tonawanda bracket Cheektowaga on the basis of population served and size of the uniformed police force.

Less significant for purposes of comparison are the City of Buffalo because of factors which are unique to a large city and police forces in smaller cities or towns located at some distance from Cheektowaga though still in Western New York (i.e. City of Jamestown, Town of Hamburg).

The size of the Cheektowaga police force and the nature and size of the population it serves, makes comparison with the four geographically proximate police forces described above pertinent. Because of these similarities there is created a greater probability that the "conditions of employment" of police officers in the Cheektowaga Police Department are similar to the "conditions of employment" of officers in these other departments. It is likely therefore and the evidence (TE1 and UE1) indicates that Cheektowaga Police Officers "perform similar services...requiring similar skills [and work] under similar...conditions...with other employees [in these] comparable communities." (supra)\*

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\* See stipulation regarding the discharge of similar duties between police officers in Cheektowaga, Amherst, West Seneca and Tonawanda (supra).

The Union offered exhibits (UE 8 and 10 which are appended and made a part of this Opinion and Award) depicting average statewide negotiated and arbitrated wage settlements for police bargaining units. The settlement figures reported on these exhibits are pertinent to this arbitration because they represent statewide averages thereby accounting for certain exceptions that might emerge from a smaller sample.

The weight to be attached to the figures reflected in these exhibits (for comparison with Cheektowaga) must be measured against the economic climate prevailing throughout the state as opposed to economic conditions extant in Cheektowaga. In addition, other issues being considered by this Panel and not addressed in UEs 8 and 10 have economic impact and any wage award must be measured against the Panel's determination on the other economic issues.

Colorably all fourteen open issues have economic implications; however, ten of the open issues indisputably have economic impact (1-4, 8-10, 12-14). For this reason, the statutory requirement (Section 209,4, (c), (v), b) regarding the employer's ability to pay and the interests and welfare of the public are apposite.

Salary:

The Town cited relatively low inflation in 1982, rising unemployment\*

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\* Unemployment in the Buffalo Market has risen from 10.5% in 1981 to 13% in 1982 (TEp14).

and relatively low wage settlements in the private sector as factors favoring a modest economic package here. Specifically the Town contends that its offer of 4% salary increases in each of two years\* recognizes the current "economic realities". Further, the Town compares its present offer with wage increases negotiated for police in Cheektowaga in 1981 and 1982 and concludes that over the four year period (1981-1984) its present offer would easily outdistance increases in the Consumer Price Index (CPI). In evaluating its offer the Town observes that the economic climate in Cheektowaga poses financial hardship on numerous business and industrial facilities which form an important part of the Town's tax base. Because of this hardship a number of firms have recently applied for and been granted reductions in their property assessments. Over 200 similar applications for reduced assessments are now pending (TBp14). Since little growth has occurred in Cheektowaga the reduced assessments previously granted and the possibility that some of the applications for reduced assessments now pending will be accepted creates a particularly bleak future for taxpayers in Cheektowaga. Since the police budget comprises 33% (TBp15) of the Town budget the economic deliberations present in this arbitration are particularly significant and the Town's financial status must be given serious consideration.

In arriving at an award on the matter of salary a balance must be established between the Town's relatively limited ability to pay,

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\* Fourth year P/O 1983 = \$23,259.00, 1984 = \$24,189.00 (TE 1 (1) appended hereto and made a part of this opinion and award).

and a reasonable salary adjustment measured principally against the four primary police forces identified above. Cheektowaga police officers in 1982 received salaries approximately mid-way between these four police forces (see Town's Post Arbitration Brief Exhibit 1\* appended hereto and made a part of this opinion and award). Statewide arbitrated police settlements effective in 1983 rose 7.67% (UE10)..

A Department-wide salary increase of 5.5%\*\* would raise the salary of fourth year patrolmen to \$23,595. This increase would place Cheektowaga officers in a virtually identical salary position with officers in Tonawanda (TE1 (1), above those in West Seneca and North Tonawanda, but behind those in Amherst. Such an adjustment is reasonable and in combination with the economic determinations to follow, meets the statutory obligations set forth above.

There being no serious dispute regarding the length of the proposed cba and both parties taking positions favoring a two year cba the panel finds for a two year cba and therefore is required to make a second year salary recommendation.

The data available for wage settlements in 1984 for the principal comparison base (of the four other districts) indicates that a

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\* The data on salaries offered in UE1 and TE(1) is difficult to compare since the figures represent show up time for officers in the Amherst Police Department, and otherwise compare 1983 salaries with Cheektowaga's 1982 salaries. (the Town challenges the accuracy of the Club's figures for the Town of Tonawanda).

\*\* Retroactive to January 1, 1983

7.5% improvement in Cheektowaga would show a modest improvement in the ranking of salaries paid in Cheektowaga. Such an increase would bring fourth year patrolmen to \$25,365.00. This level is virtually identical with wages to be paid in 1984 to officers in Amherst and Tonawanda\* and as was true in 1983, maintains a higher wage in Cheektowaga than that paid in West Seneca and North Tonawanda. While this second year determination is greater than that found for the first year, it more precisely matches the relative gains made statewide for police officers in wage settlements negotiated in 1983. By backloading the salary issue the Town is granted some relief within which to address its pressing economic situation. The two year salary adjustment at 5.5% and 7.5% therefore accommodates to the statutory requirement regarding comparability as well as the requirement concerning the ability of the employer to pay and the interests of the public. The recommendation also takes into account recent settlements between the parties. Finally the salary finding being based on a comparison with other police departments the statutory duty to compare the conditions of employment of the members of this bargaining unit with employees similarly situated has also been met.

Uniforms:

In the principal comparison base officers working in Amherst, the Town of Tonawanda and the City of North Tonawanda are supplied

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\* See Town's challenge to UE1 regarding salary figures in Tonawanda (supra).

with uniforms at no cost (UE2 appended and made a part of this opinion and award, and UBp5). Only officers in West Seneca and Cheektowaga must buy their equipment. Therefore sums paid for uniforms in the former three departments are more in the nature of maintenance allowances. Since the Uniform allowance paid in West Seneca is \$230.00 higher than that paid in Cheektowaga (\$600 vs. \$370) and since the other departments supply uniforms it is apparent that an improved uniform allowance is justified in Cheektowaga. In finding that the allowance should rise to \$400 effective in the second year of the cba, the panel is mindful of the difficult fiscal restrictions currently facing the Town. Since the uniform allowance represents a cash outlay it might be viewed as a salary supplement. As will be shown the Panel is mindful of the impact of this finding on all other economic determinations.

#### Rate of Pay:

Presently the hourly rate of pay of unit members is derived by dividing the annual salary by 2080. The Union proposes to arrive at the hourly rate by dividing the number of days worked annually into the hourly rate and then dividing that number by 8. The Union failed to prove why the change sought was necessary, nor did it adduce statistics from comparable bargaining units to show that its demand has been adopted elsewhere. Therefore the present system for calculating the rate of pay shall remain unchanged.

Longevity:

Of the figures produced, Cheektowaga is the only department which requires that employees wait until their sixth year of service in order to be eligible for a longevity payment. The other three departments\* begin payment at five years and at a level at least \$125 above that paid in the sixth year in Cheektowaga (UE6 appended hereto and made a part of this opinion and award). Since these payments, once having begun, continue for the balance of the officer's employment (and are improved at successive steps) a modest first step payment continues to be reflected in additional longevity payments. The cumulative effect of those payments over a career of 20 years can be considerable.

Since the basis on which retirement pay is calculated reflects both the cumulative effect of longevity payments begun in the early years of an officer's employment as well as salary improvements granted in his final three years, the final longevity step payments assume considerable significance. At present Cheektowaga police officers receive three longevity payments with the final payment commencing in the officer's 18th year of service (JE1). The principal comparison base shows that two of the other departments pay five longevity increases with the final payment at 20 years of service and the third department pays six steps with the final payment at 25 years of service. UE6 reveals that the size

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\* The first longevity step in North Tonawanda was not in evidence.

of longevity payments between the comparison base are approximately equal with the net result that Cheektowaga officers must wait longer periods between longevity steps increases and are at an initial disadvantage because of the modest size of the first payment and the fact that it is delayed until the sixth year of service. Clearly improvements at both ends of the longevity scale are warranted. Therefore, in the first year of the cba the first longevity payment shall be increased to \$275.00. In the second year of the cba the first longevity step shall be paid at five years of service (instead of six) and shall be raised to \$300.00. In addition, on July 1, 1983 the final longevity step shall commence being paid at the 17th year of service. On July 1, 1984 the final longevity step shall commence being paid at the 16th year of service.

Work Day Work Week:

Presently Cheektowaga police officers work a 6-2, 6-2, 6-3 work schedule. The union claims that a 4-2 work schedule is commonplace in nearby communities and is preferred, because, through rotation, this schedule allows a greater number of weekend days off. The Union seeks a new schedule of 5-2, 5-3 within a fifteen week rotation. Since the proposal would reduce the actual time worked, the Union proposes tacking fifteen minutes of "unpaid" time to the beginning of each shift for briefing purposes. The Town's principal objection to a change in the work-day work-week schedule rests on the cost of the proposal. The Town estimates

that the Union demand would provide officers with an additional 26 days off per year and cost in excess of \$200,000.

The Panel recognizes the importance of a change in the work schedule but realizes that many competing interests must be balanced before changes in the present system should be made. Arguments offered in favor of pre-shift briefing time were persuasive, yet the Panel recognizes that cost considerations, arising from the potential to hire extra police officers, if the new schedule were to take place, must be weighed against any additional service that might be derived. The Panel does not feel that it has been given enough information on which to make a change in the work-day work-week schedule and believes that the parties could benefit by additional study of the alternatives. Therefore the Panel makes the following determination of the work-day work-week proposal.

"The PBA is desirous of revising the present work day, work week scheduling in order to provide more efficient public service. Such change will require study and mutual agreement.

Following the execution of this Agreement, the Chief of Police and the President of the PBA may meet at the request of the PBA and discuss changes in the present work week, work day schedule.

If the Chief and the President reach agreement as to scheduling of the work day, work week this agreement will be communicated to the Town and the PBA.

It is understood that there is no obligation upon either party to meet and confer under the provisions of this clause, nor to reach agreement regarding the subject of the clause. This clause has no binding effect upon the Town of Cheektowaga nor creates an obligation to discuss any changes under the provisions of this section."

Interrupted Lunch Hour:Special Lunch Hour Leave:

The Town's demand that these provisions be deleted from the cba was not supported with argument in its brief. No evidence was adduced in the hearing supporting the Town's position. Accordingly the Panel having no basis on which to hold that a change in the current practice is warranted finds that these provisions shall continue without change into the ensuing cba.

Court Pay:

The Town proposes that where an officer makes two court appearances on a single day without regard to the location of the court, he shall be paid for the time actually spent or four hours whichever is greater. The Town contends that the present system allowing four hours pay for each appearance may allow an officer to make two appearances within a four hour period but claim pay for eight hours. Through exhibits (TE 6 and 7) the Town has attempted to show how the court time payment account has become increasingly burdened because of this practice. The Union observes that the issue was the subject of a recent arbitration (in which a decision was rendered allowing for a different payment schedule depending on the court appearance being within or without the Town) which sufficiently clarified the practice so that no further changes are warranted at this time. The Panel agrees. Unlike other payments in kind, pay for court appearances are calculated at a higher

level than the officers' standard hourly rate because the appearance is of an onerous nature, occurring during normal time-off periods. While the Panel acknowledges the increased costs illustrated by the Town's exhibits it was unable to determine the savings which might accrue if the Town's proposal were implemented. Since the matter has so recently been clarified through grievance arbitration, and since the actual economies to be realized have not been fully developed or proven the Panel concludes that no change is warranted at this time.

Holidays:

The Union's request for a lump sum payment from the Town for holiday time worked did not produce strong exception from the Town whose major objection to the Holiday proposal was reserved for the Union's request for time and one-half for holidays actually worked. The Union observes that with the exception of police officers, other employees who work on holidays receive payment at the levels sought. The Town stated that Cheektowaga police officers presently have fourteen holidays per year, a number above that available to officers in any other Western New York police department.

The evidence does not support the Union's demand. Far more evidence than that offered would be necessary for the Panel to find in favor of a practice of paying time and one half for holiday time worked when this practice is completely alien to any other police

force cited by either party. While other municipal employees may enjoy this benefit, the Panel is statutorily required to place greatest weight on the experience of other police departments. Since they don't have the sought for benefit, it shall not be recommended here.

The Panel does find in favor of the payment in a lump sum no later than the third week of October for officers who elect holiday pay in lieu of time off.

Vacations:

The Union's principal argument in support of increasing the number of vacation days rests on its contention that since Cheektowaga officers work a 6-2, 6-2, 6-3 work week, at the end of ten years service their vacation entitlement is only three and one half weeks as compared to four weeks "in all surrounding communities." (UBp23). After 15 years service the time available for vacation in Cheektowaga is 4 weeks and 1 day as opposed to "a full 5 weeks ["in all other surrounding communities"]" (UBp24). The Town contends that the time available for vacations is adequate when compared with surrounding communities. By comparing Cheektowaga's vacation entitlement to other entitlements (TE1(2)) it can be seen that based strictly on days available, Cheektowaga is at least comparable with all other communities and is considerably ahead of some.

The Panel is unwilling to apply the logic of the Union. Customarily the measure of time off is made on the basis of the days actually available for vacation. To conclude that Cheektowaga is deficient in its vacation entitlement as the Union contends requires that the time worked, not the time not worked (which is the essence of vacation entitlements) be given consideration. If the Panel were to engage in the kind of logic espoused by the Union then consistency would require that it also evaluate each of the other terms of employment in order to ascertain the relative value of vacation. This the Panel is unwilling to do. The most persuasive evidence therefore is that offered by the Town. That evidence indicates that vacation entitlements in Cheektowaga are adequate and therefore no change in the amount of vacation time is made.

The Union also requests a change in the method of calculating the number of employees who may be absent for vacation at any given time. The Town opposes this proposal because it believes that manning requirements would not be adequately met were the ratios changed. Since the issue relates both to the ability of the employer to discharge its mission and the conferral of an additional benefit to the Union, the Panel would require a substantial quantity of evidence before making the change sought by the Union. That sufficiency of evidence was not produced and therefore no change is recommended in the manner by which the number of employees on vacation at a single time is to be calculated.

Personal Leave:

Presently unused personal leave is added to an officer's sick leave accruals. The Union requests that police officers be given a choice of adding their unused personal leave to their sick leave or their vacation accruals. The Town is willing to grant the Union's proposal but insists that a clause be added that would bar the denial of personal leave from the cba's grievance mechanism.

The Panel is unwilling to grant the Town's request. At present the cba gives the Chief the right to refuse requests for personal leave if the leave would "seriously hamper or impede the operation of the police department." (JT1p15). No evidence was proffered to show why that language should not be subject to the grievance machinery either because of a history of difficulty administering the provision or because of anticipated problems. The fact that the personal leave provisions are generous in terms of the amount of time available is unrelated to the Town's position that the refusal to grant the time not be subject to the grievance process.

Therefore, the Panel grants the Union's request that officers be given an option on an annual basis to designate their vacation or sick leave accruals to receive their unused personal leave. The Panel rejects the Town's request that the Chief's refusal to grant personal leave be barred from the grievance provisions.

Sick Leave upon Termination:

The Union requests that the value of accumulated sick leave be doubled from the present provision in the first year of the cba and trebled in the second year, arguing that the sought after enhancement will discourage the specious use of sick leave. Of the departments in the comparison base, West Seneca's conversion system is closest to that followed in Cheektowaga. There the conversion base is 50%. The Town opposes any changes.

The Panel does not recommend that any changes occur. In decisions above the Panel has held in favor of improving the longevity payments. These changes will enhance the final average salary for officers thereby elevating the retirement pay levels. In light of the relatively limited evidence favoring an improvement in sick leave conversion upon retirement and since the Panel has already made improvements which impact upon retirement benefits, further improvement here is not warranted.

Health Insurance:

The expired cba (JE1) states that the employer "will provide at its own expense, Blue Cross and Blue Shield Insurance at least equivalent to the 50-51 Plan, together with the \$250,000 Major Medical with \$50 deductible and \$1.00 co-pay prescription rider." (p.20) The 50-51 Plan was abandoned by the carrier but provided for a variety of health related coverages under the basic premium.

The 80-81 Plan substituted for the 50-51 Plan exempts a number of items formerly included in the basic 50-51 Plan and requires that insureds seeking a continuation of those benefits purchase riders at costs beyond that charged for the basic 80-81 coverage. The Union contends that with the exception of Option two for Vision Care Benefits the balance of the Riders sought in its proposal are simply to substitute for coverage previously available under the basic 50-51 Plan.

The Town, while admitting that the shift from the 50-51 Plan to the 80-81 Plan makes comparisons difficult, nevertheless compiled a chart (TE(6) appended hereto and made a part of this exhibit) which purports to show that Cheektowaga police officers enjoy a "very lucrative medical package." (TBp12)

The Panel shares the Town's confusion over the difficulties entailed in making realistic health insurance comparisons. In addition to the carrier's change in the basic coverage, TE1(6) confuses the issue further by comparing 1982 coverages and 1983 coverages for some but not all departments. Neither party offered evidence showing the basic insurance costs of the bandoned 50-51 Plan with costs for the substituted 80-81 Plan. The Panel makes official notice of the fact that there is a reduced premium for the 80-81 Plan. The Union offered (U7) a break down of the costs of the Riders available under the 80-81 Plan, and it was upon these costs that the Panel was ultimately able to reach a consensus as to the riders to be provided. By its holding, which delays

until the second year of the cba the implementation of the Riders, the Panel continues to acknowledge the Town's current fiscal straits. Therefore commencing in the second year of the cba the Town at its expense shall provide <sup>the equivalent</sup> the following riders: *gac*

BC Basic Rider 8 (dept. to age 23)  
 BS Basic Rider 8 (depts to age 23)  
 Maj Med Rider 8 (\$100 deduct)  
 Prescript. Drug Rider 8 (Dep to age 23)  
 Option Two Vision Care  
 BS Basic Rider 4 (Emerg Acc etc)  
 BS Basic Rider 3 (In Pat visits to 365)  
 BS Basic Rider 12

The Town did not seriously resist the Union's request that a provision be attached to the health insurance contract (with the carrier) providing for the continuation of family plan coverage following the death of an officer for the balance of the year in which the death occurred. The issue took on a degree of urgency recently following the immediate cessation of coverage for the family of a deceased officer in a near-by community. In light of the considerations favoring the provision and since there is relatively slight opposition the Panel finds in favor of the change.

Club Representatives:

Commencing in 1970 the process of negotiations gradually restricted the number of officers who could "attend to the affairs of the Club [or who could] attend meetings [of police officer's organizations]" (UBp31). At present the Union is allowed a maximum of seven members to attend to the union's affairs and

seven members (excluding the President) who may attend meetings of police organizations, (in either case) without loss of pay (JE1p21). The Town proposes to limit to five the number of officers who can attend to the Union's affairs and limit to three the number who can attend meetings of Police organizations. The Town also proposes to tighten the conditions under which requested time off will be granted and to prohibit officers from taking leave for attendance at ... "social functions, such as installations, dinners, clam bakes, PBA dinners, etc." (TBp12).

Neither party produced evidence regarding the released time practice in other departments and therefore the Panel is left with only opposing argument for the changes sought. There being no convincing reason to make the reductions sought by the Town, the Panel denies the request and finds that the language in the expired cba shall continue without change regarding the number of persons who may be excused from duty or the description of the reasons for which the excused time may be taken.

The Union's proposal to allow the President's shift to be changed to the day trick finds favor with the Panel. The cba gives the President time off to attend to the affairs of the Union. Since the greatest compliment of bargaining unit members are assigned to the day shift, and since it is reasonable to assume that of the three shifts the day shift generates the greatest volume of activity, an economy of time is achieved by the President working the day shift. Additionally the ready availability of the

President is likely to enhance the smooth administration of the cba by assuring that problems will receive immediate attention. Where it is necessary to shift the President to the day shift (and then cover his former shift with another officer) in order to comply with this holding a minor inconvenience is visited upon the Town. The benefits to be gained however, being greater than the burden, the proposal is adopted by the Panel.

There being no other unresolved issues, the Panel incorporates into the Award to follow all holdings set forth above as well as all matters on which the parties reached agreement prior to petitioning for binding arbitration. Matters not addressed in this award or agreed to by the parties are determined to have been dropped and shall not become a part of the two year cba found here.

AWARD

## 1. Length of Contract 24.03 - 24.04

Two year contract with termination date on  
December 31, 1984.

## 2. Clothing Allowance

Year one No Change (\$370.00)

Year two \$400

## 3. Salary

Year one 5.5% (4th Year Ptlm to receive \$23,595.00)

Year two 7.5% (4th Year Ptlm to receive \$25,365.00)

## 4. Longevity Pay

Year One, The first longevity step (to be paid at  
the 6th year of service) to be \$275.00

Year Two, The first longevity step (to be paid at  
the 5th [instead of the 6th] year of  
service) to be \$300

Seventeen years as the length of service for the  
final increment to become effective on July 1, 1983  
and on July 1, 1984 to lower to 16 years the amount  
of service needed to receive the final longevity step.

## 5. Section 7.01 Work Week Work Day

The PBA is desirous of revising the present work day,  
work week scheduling in order to provide more effi-  
cient public service. Such change will require  
study and mutual agreement.

Following the execution of this Agreement, the  
Chief of Police and the President of the PBA may  
meet at the request of the PBA and discuss changes  
in the present work week, work day schedule.

If the Chief and the President reach agreement as  
to scheduling of the work day, work week, this agree-  
ment will be communicated to the Town and the PBA.

It is understood that there is no obligation upon either party to meet and confer under the provisions of this clause, nor to reach agreement regarding the subject of the clause. This clause has no binding effect upon the Town of Cheektowaga nor creates an obligation to discuss any changes under the provisions of this section.

## 6. Health Insurance

(In addition to the recommendation made earlier regarding coverage for the family of a deceased police officer, the following coverage shall be provided)

The Town shall at its expense provide the equivalent of the coverages detailed below.

Year Two	BC Basic Rider 8 (dept to age 23)
	BS Basic Rider 8 (depts to age 23)
	Maj Med Rider 8 (100 deduct)
	Prescript. Drug Rider 8 (Dep to age 23)
	Option Two vision care
	BS Basic Rider 4 (Emerg. Acc etc.)
	BS Basic Rider 8 (In Pat visits to 365)
	BS Basic Rider 12

## 7. Rate of Pay 6.03

No Change

## 8. Work Day, Work Week 7.01

No Change

## 9. Interrupted Lunch

No Change (7.02)

## 10. Special Lunch Hour Leave

No Change (7.03)

## 11. Court Pay 8.01

No Change

## 12. Holidays 9.01

Accept Union proposal for lump sum payment.

No change for proposal to pay time and one half for holidays worked.

## 13. Vacations 10.01

No change in amount of time available.

No change in basis for determining the number of employees who may take vacation at any given time.

## 14. Personal leave 12.01

Union proposal accepted in toto including the provision requiring that the denial of leave be subject to the grievance provisions.

## 15. Sick Leave Upon Termination 13.07

No Change

## 16. Club Representatives 17.01

Accept Union proposal that Union President be assigned to work the day shift during his term in office.

No other changes.

All other matters not specifically addressed to be denied or where previously agreed to (i.e. 10.01, 10.03, 11.01) to remain in agreement without further change.

Eric Lawson Jr.  
Eric Lawson Jr. Chairman of the Panel

State of New York )  
                          ) SS  
County of Erie        )

On this 19<sup>th</sup> day of October, 1983 before me came Eric Lawson Jr., to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

**MARTHA H. BABIAK**  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1984

Martha H. Babiak

Joseph A. Collins  
Joseph A. Collins, Employer Panel Member

State of New York )  
                          ) SS  
County of Erie        )

On this 24 day of October, 1983 before me came Joseph A. Collins, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

**JOSEPH DI NARDO**  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1985

Joseph Di Nardo

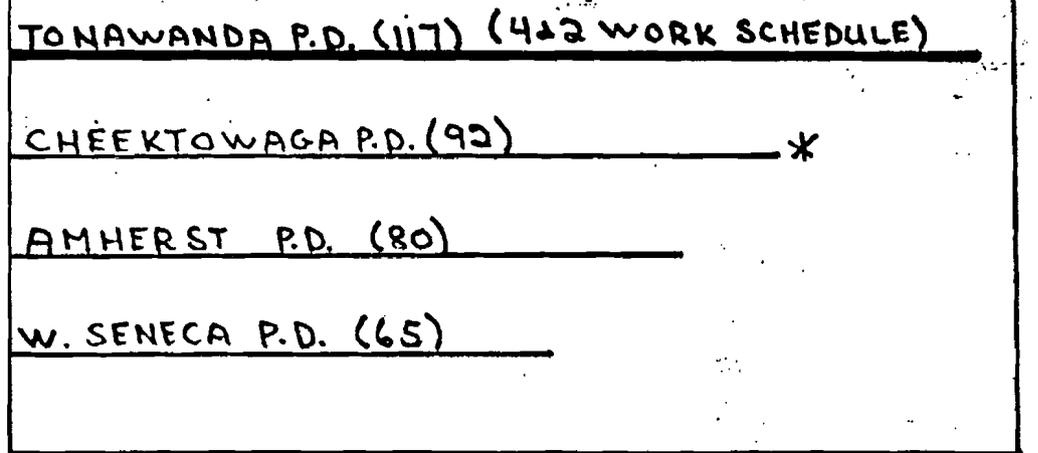
Stanley G. Keller  
Stanley G. Keller, Employee Organization Panel Member

State of New York )  
                          ) SS  
County of Erie        )

On this 20<sup>th</sup> day of October, 1983 before me came Stanley G. Keller, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

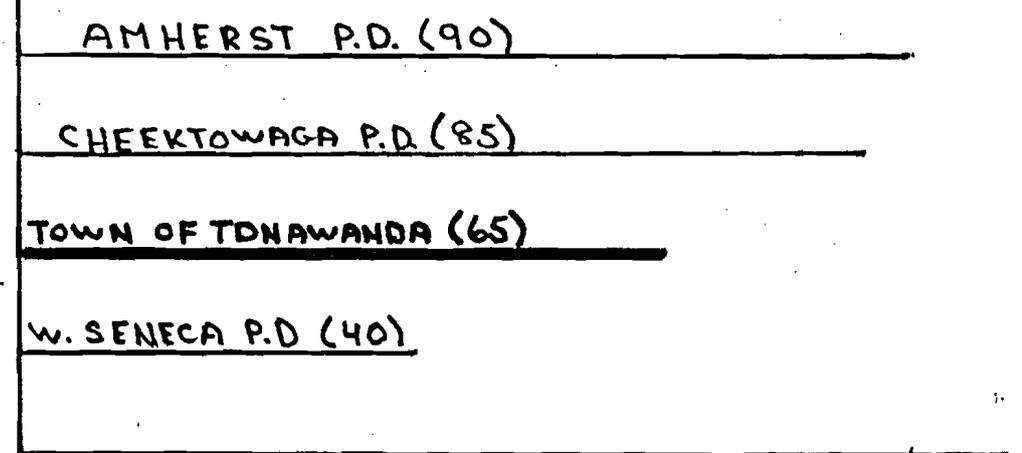
Edward Blascott  
**EDWARD BLASCOTT**  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1985

MEN ASSIGNED TO STATION DUTY.

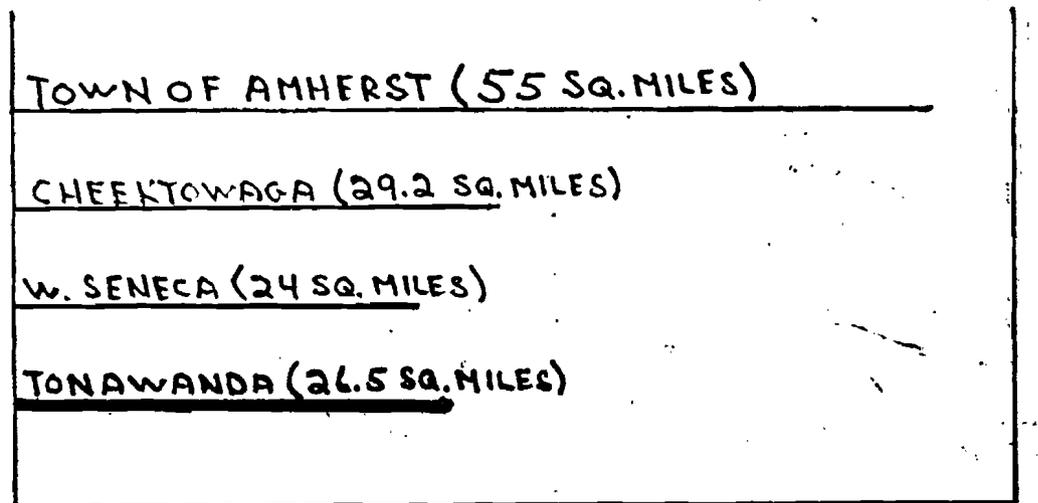


0 12 24 36 48 60 72 84 96 108 120  
(NUMBER OF POLICE OFFICERS)

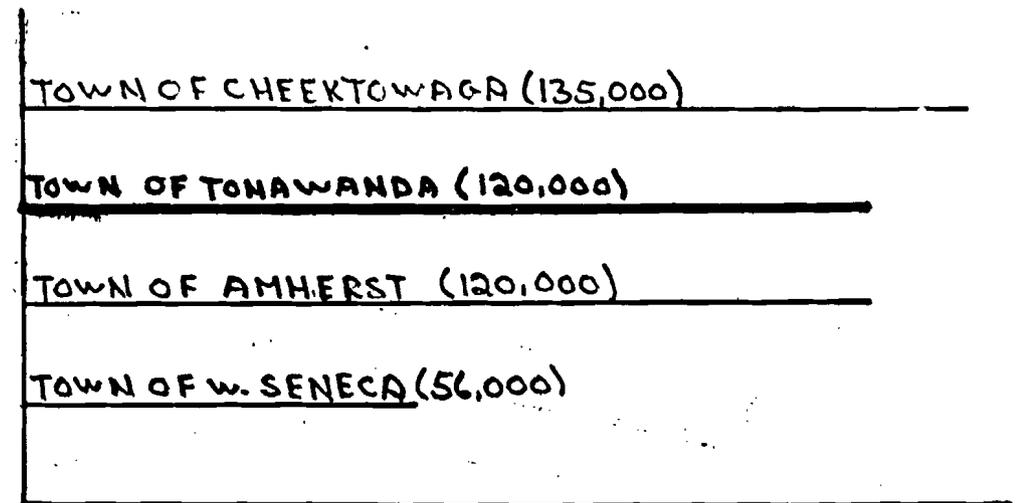
Unions 1



0 10 20 30 40 50 60 70 80 90 100  
(CALLS PER DAY)



0 6 12 18 24 30 36 42 48 54 60  
(AREA IN SQUARE MILES)



0 14 28 42 56 70 84 98 112 126 140  
(POPULATION IN THOUSANDS)

POLICE DEPARTMENT	MEN	CALLS PER DAY	AREA	POPULATION
TOWN OF TONAWANDA	117	65	26.5 SQ. MILES	120,000
TOWN OF CHEEKTOWAGA	92-9	85	29.2 SQ. MILES	135,000
TOWN OF AMHERST	80	90	55 SQ. MILES	120,000
TOWN OF W. SENECA	65	40	4 SQ. MILES	56,000

# CLOTHING ALLOWANCE

## POLICE DEPARTMENT

TOWN OF WEST SENECA P.D.

\$600  
(1983)\*

TOWN OF AMHERST P.D.

\$400  
(1983) ----- \$575  
(1984)\*\*

TOWN OF TONAWANDA P.D.

\$300  
(1982)

TOWN OF CHEEKTOWAGA P.D.

\$370  
(1982)\*\*\*

0 100 200 300 400 500 600 700

Unions 2

(DOLLARS \$)

\* EACH NEW POLICE OFFICER RECEIVES AN ADDITIONAL \$100 FOR PURCHASE OF EQUIPMENT. MOTORCYCLE OFFICERS RECEIVE AN ADDITIONAL \$75 PER YEAR.

\*\* THE TOWN OF AMHERST FURNISHES ALL CLOTHING AND EQUIPMENT. THIS AMOUNT IS USED FOR UNIFORM CLEANING.

\*\*\* K-9 AND MOTORCYCLE OFFICERS RECEIVE AN ADDITIONAL \$25 PER YEAR.

# LONGEVITY

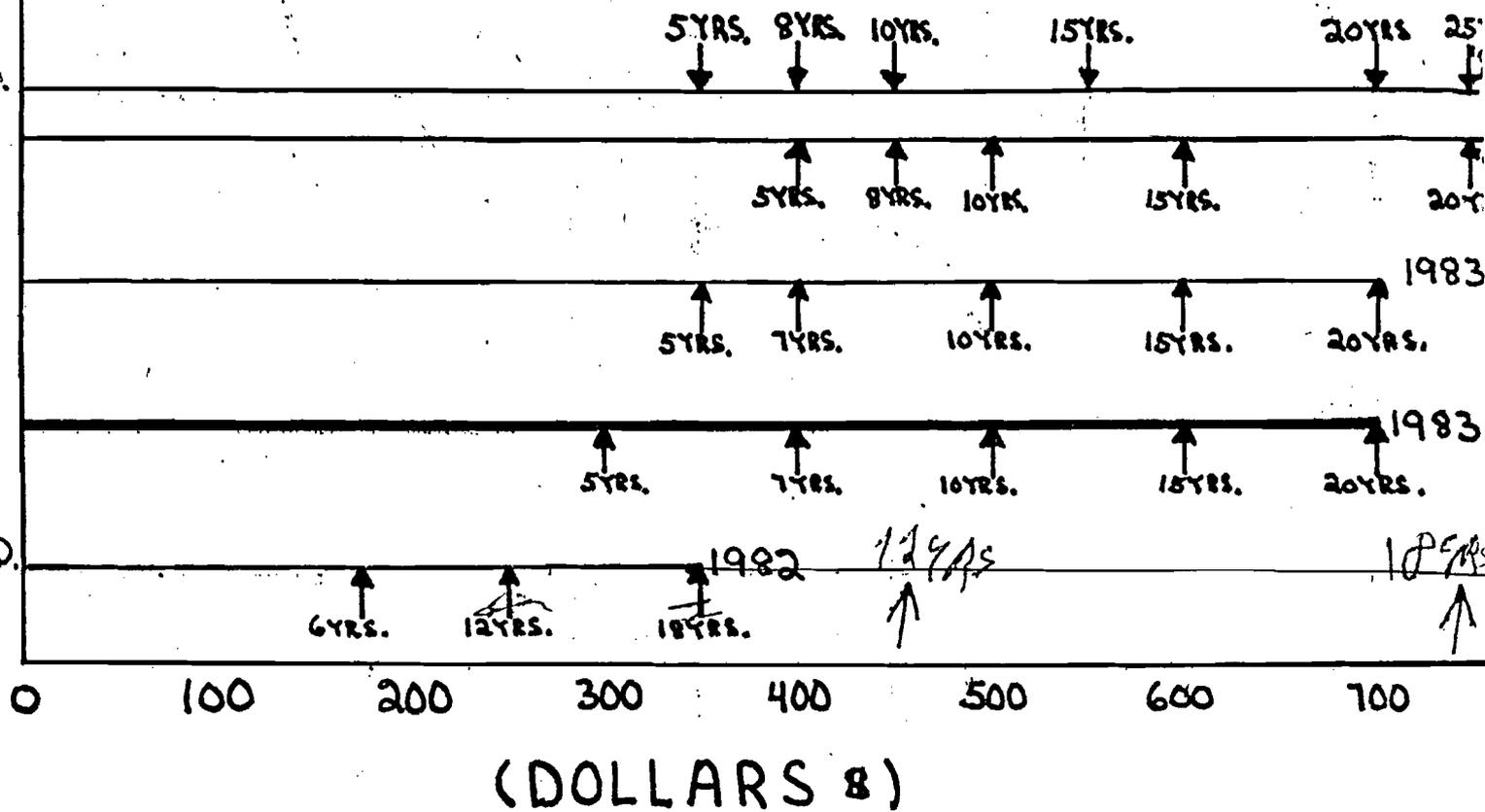
## POLICE DEPARTMENT

TOWN OF WEST SENECA P.D.

TOWN OF AMHERST P.D.

TOWN OF TONAWANDA P.D.

TOWN OF CHEEKTOWAGA P.D.



Unions 6

TOWN OF WEST SENECA P.D. 1983 - 5YRS. (\$350), 8YRS. (\$400), 10YRS. (\$450), 15YRS. (\$550), 20YRS. (\$700), 25 (\$750)

1984 - 5YRS. (\$400), 8YRS. (\$450), 10YRS. (\$500), 15YRS. (\$600), 20YRS. (\$750), 25YRS. (\$800)

TOWN OF AMHERST P.D. 1983 - 5YRS. (\$350), 7YRS. (\$400), 10YRS. (\$500), 15YRS. (\$600), 20YRS. (\$700)

TOWN OF TONAWANDA P.D. 1983 - 5YRS. (\$300), 7YRS. (\$400), 10YRS. (\$500), 15YRS. (\$600), 20YRS. (\$700)

TOWN OF CHEEKTOWAGA P.D. 1982 - 6 YRS. (\$175), 12 YRS. (~~\$250~~<sup>425</sup>), 18 YRS. (~~\$350~~<sup>725</sup>)

MONTHLY PREMIUM RATES

Unions 7

*have*

Single	*Family
\$17.05	\$44.50

*have*

41.30
36.70

PART I: Blue Cross Basic

Optional Blue Cross Riders & Rates:	Single	*Family
#5 (Dependents to age 23)	--	.67
#9 (Ambulance Service)	.02	.05
#14 (Alcohol Rehabilitation and Additional Mental Care)	1.04	2.27

PART II: Blue Shield Basic with 50-51

Optional Blue Shield Riders & Rates:		
#3 (Extends in-patient visits to 365)	.02	.04
#4 (Emergency Accident & Medical Care and Electrocardiographic Examinations)	.30	.95
#5 (Services Rendered by Social Workers)	.10	.24
#8 (Dependents to age 23)	--	.56
#12 (Additional Out-Patient Laboratory and Pathological Examinations)	.18	.58
#14 (Additional Psychiatric Care)	.22	.37

*420*

*have*

85.80
-------

\*\*Total Blue Cross and Blue Shield Basic Coverage Rates.

\$29.37	\$81.20
---------	---------

PART III \$1,000,000 Major Medical Expense Rider and Rates - with \$50 Deductible  
or  
with \$100 Deductible

4.40	10.66
3.40	8.04

*have*

Optional Rider to Major Medical  
#8 (Dependents to age 23)  
With \$50 Deductible  
With \$100 Deductible

--	.16
--	.14

PART IV Prescription Drug Rider and Rates - with \$1.00 Co-Pay:  
Note - other co-pay options available

6.16	13.88
------	-------

*have*

Optional Rider to \$1.00 Co-Pay Prescription Drug:  
#8 (Dependents to age 23)

--	.21
----	-----

200
100

\*Family rate includes employee, spouse and minor dependents.

\*\*Add selected optional rider rates.

Revised 12/81

*Rider for Opt. plus. now pay \$5.00*  
*Rider # Opt. #2 - \$6.30 or \$1.30 more*  
*Age 23 - Rider #8. + .11 / 6.41 + .11 / \$1.41*

*May 1981*

Unions 8

SUMMARY LIST OF POLICE ARBITRATION AWARDS  
 Received Between April 5, 1982 - February 24, 1983

CC

<u>EMPLOYER</u>	<u>DATE OF AWARD</u>	<u>SALARY AWARD FIRST YEAR</u>	
		<u>EFFECTIVE DATE</u>	<u>AMOUNT OR RATE</u>
Batavia City	May '82	1/1/82	9%
Canandaigua City	Dec. '82	1/1/82	8.5%
Long Beach City	Jan. '82	7/1/81	7.1%
Rensselaer City	Dec. '82	8/1/81 2/1/82	4% 3.5%
Mamaroneck Town	Jan. '83	1/1/82	8%
East Hampton Village	Apr. '82	8/1/81	9%
Malverne Village	Nov. '82	6/1/82 12/1/82	7% 1%
Ossining Village	July '82	1/1/82 7/1/82	\$1,192 (5.5%) \$1,257 (5.5%)
Pelham Manor Village	Feb. '83	6/1/82 12/1/82	4.92% 4.90%
Penn Yan Village	Nov. '82	6/1/82	7% + \$50 bonus
Saranac Lake Village	June '82	12/1/81 (NOTE: FY started 6/1)	\$600

Unions 10

DISTRIBUTED FOR INFORMATIONAL  
PURPOSES BY THE POLICE  
CONFERENCE OF NEW YORK, INC.

3/29/

PATROLMEN SALARY INCREASES ON TOP STEP  
FOR FISCAL YEARS ENDING IN 1983  
NEW YORK STATE  
(EXCLUDES NEW YORK CITY)

	<u>NUMBER</u>	<u>SALARY</u> <u>(\$)</u> <u>1982</u>	<u>SIZE</u> <u>1983</u>	<u>UNWEIGHTED TOTALS AND AVERAGES</u>			<u>WEIGHTED TOTALS AND AVERAGES</u>		
				<u>SALARY</u> <u>(\$)</u> <u>1983</u>	<u>INCREASE OVER PRIOR YEAR</u> <u>(\$)</u> <u>1983</u>	<u>(%)</u> <u>1983</u>	<u>SALARY</u> <u>(\$)</u> <u>1983</u>	<u>INCREASE OVER PRIOR YEAR</u> <u>(\$)</u> <u>1983</u>	<u>(%)</u> <u>1983</u>
<u>NEW YORK STATE</u>									
TOTAL	133	2,518,969	8,487	2,735,265	216,296	1,149.84	210,300,290	13,200,400	50,299.01
AVERAGE		18,940	64	20,566	1,626	8.65	24,789	1,555	6.87
<u>ARBITRATED</u>									
TOTAL	15	294,365	305	317,549	23,184	115.07	8,945,314	654,546	3,010.94
AVERAGE		19,624	26	21,170	1,546	7.67	23,235	1,700	7.82
<u>NEGOTIATED</u>									
TOTAL NEG	118	2,224,604	8,102	2,417,716	193,112	1,034.77	201,442,904	12,545,942	55,208.13
AVERAGE		18,853	69	20,489	1,637	8.77	24,863	1,548	6.82

SALARIES: POLICE OFFICER - FOURTH YEAR  
DETECTIVE - SECOND GRADE

CITY/TOWN	WAGE:	1982	1983	1984
1. Amherst:	P/O 4th	\$21,159.00	\$22,429.00	\$23,597.00
	Det/2nd	\$22,894.00	\$24,268.00	\$25,468.00
2. Batavia:	P/O 4th	\$18,096.00	\$19,185.00	
	Det/2nd	\$19,905.00	\$21,103.00	
3. Buffalo:	P/O 4th	\$18,694.00	\$19,878.00	
	Det/2nd	\$20,540.00	\$21,362.00	
4. CHEEKTOWAGA:				
	P/O 4th	\$22,365.00	(\$23,259.00)*	(\$24,189.00)* Town Proposal
		\$22,365.00	(\$24,378.00)**	(\$26,571.00)** Club Proposal
	Det/2nd (Town Proposal)	\$24,142.00	(\$25,107.00)	(\$26,111.00)
	Det/2nd (Club Proposal)	\$24,142.00	(\$27,039.00)	(\$30,283.00)
5. Dunkirk:	P/O 4th	\$17,108.00	\$18,305.00	
	Det/2nd	n/a	n/a	
	Hamburg:			
	P/O 4th	\$22,292.00	\$24,343.00	n/a
	Det/2nd	\$23,766.00	\$25,952.00	n/a
7. Jamestown:	P/O 4th	\$17,286.00	\$18,323.00	\$19,590.00
	Det/2nd	\$17,825.00	\$18,825.00	\$20,025.00
8. Lancaster:	P/O 4th	\$20,677.00	\$20,677.00	
	Det/2nd	\$20,677.00	\$20,677.00	
9. Lockport:	P/O 4th	\$18,551.00	\$19,851.00	
	Det/2nd	\$19,386.00	\$20,744.00	
10. N. Tona.	P/O 4th	\$19,041.00	\$20,230.00	\$21,444.00
	Det/2nd	\$19,641.00	\$20,830.00	\$22,080.00
11. Orchard Pk.	P/O 4th		\$22,446.00	\$23,568.00
	Det/2nd		\$23,346.00	\$24,468.00
12. Tonawanda:	P/O 4th	\$20,895.00		
	Det/2nd	\$22,986.00		
13. W. Seneca	P/O 4th		\$23,006.00	\$24,883.00
	Det/2nd		\$23,854.00	\$25,800.00

## Police Wages Compared

Department	Patrolman	Detective	Lieutenant	Captain	Chief	Number of Officers
Erie County	\$16,016-\$19,820	\$17,220-\$21,234	\$18,472-\$22,855	\$20,402-\$25,126	\$48,513	550
Amherst	\$15,900-\$22,428	\$24,267	\$25,735	\$30,075	\$46,337	136
Angola	\$14,500	NA	NA	NA	\$20,000	5
Blairstown	\$18,123-\$21,088	NA	\$25,282	NA	\$26,350	12
Buffalo	\$14,891-\$20,413	\$21,362	\$23,934	\$27,513	\$43,106	1024
Cheektowaga	\$16,929-\$22,365	\$23,785-\$24,945	\$26,479	\$29,372	\$38,668	435
Depew	\$11,500-\$21,516	\$22,454	\$25,818	\$28,557	\$31,163	31
E. Aurora	\$18,245-\$22,010	NA	\$24,300	NA	\$25,690	13
Eden	\$16,109-\$19,908	NA	\$20,176	NA	\$24,500	7
Evans	\$18,250	\$19,184	\$20,082	NA	\$24,800	22
Gowanda	\$10,605-\$16,120	NA	NA	NA	\$23,400	11
Hamburg, Town	\$18,991-\$24,343	\$25,952	\$29,211	\$31,546	\$38,111	38
Hamburg, Village	\$22,061-\$23,875	\$23,675	\$27,884	NA	\$32,360	18
Kesmore	\$18,573-\$20,571	\$22,279	\$24,189	\$26,667	\$30,208	30
Lockawanna	\$17,819-\$21,180	\$22,874	\$24,703	\$26,679	\$30,902	84
Lancaster, Town	\$16,542-\$20,877	\$21,877	\$23,177	\$28,273	\$34,025	21
Lancaster, Village	\$16,135-\$22,060	\$22,915	\$24,533	NA	\$26,750	17
Orchard Park	\$18,172-\$22,446	\$23,348-\$26,048	\$25,146	NA	\$32,000	36
Tonawanda, City	\$16,613-\$20,478	\$21,111	\$22,284	\$24,834	\$32,254	33
Tonawanda, Town	\$16,085-\$20,895	\$22,966	\$25,285	\$27,812	\$32,850	118
West Seneca	\$20,748-\$23,008	\$23,854	\$24,418	\$27,522	\$30,340	51
Niagara County	\$15,500-\$18,786	\$19,817-\$22,438	\$19,837	\$22,436	\$34,800	34
Niagara Falls	\$18,318-\$20,224	\$18,318-\$20,974	\$23,038-\$24,367	\$25,486-\$26,848	\$38,215	100
West Tonawanda	\$17,009-\$20,230	\$17,009-\$20,830	\$22,597	\$25,348-\$26,188	\$31,808	90
Buffalo State College	\$15,775-\$20,330	\$18,738-\$23,913	\$18,897-\$22,547	NA	\$31,752	15
State University of Buffalo	\$20,000	GRADUAL STEPS BY SENIORITY			\$44,736	60

Note: Where two numbers are listed for the same category, the first is the starting base salary, and the second, the top scale.

NA: Not applicable.

Total Officers include some part-time personnel.

The Niagara County Sheriff also receives use of a house, maintained by the county.

The Erie County Sheriff's Department has deputies, rather than patrolmen on its first level.

The Niagara County Sheriff's Department has in ascending order, deputies, detectives, corporals, sergeants and sheriff.

Source: The Buffalo News.

# Survey of Police Agencies in Two Counties Shows Buffalo Ranks 23rd in Starting Pay

By DAN HERBECK

men and 357,870 people in his jurisdiction. In relatively peaceful Orchard Park, a patrolman at top scale makes more than \$1,000 more than a detective in one of Buffalo's toughest enforcement agencies in Erie and Niagara counties. The survey was conducted by Buffalo News on salaries in effect last week. The survey dealt only with base salaries

<u>No.</u>	<u>LOCATION</u>	<u>POPULATION</u>	<u>SIZE</u>	<u>POLICE</u>	<u>PTLM.</u>	<u>DET.</u>	<u>LT.</u>	<u>CAPT.</u>
1	Tonawanda, Town	90,000	19.8	114	73	17	18	6
5	Cheektowaga	109,000	31.0	139	100	17	16	6
2	Tonawanda, City	18,700	3.5	35	20	3	8	4
7	Buffalo	453,000	42.6	1,400	860	?	?	?
8	Kenmore	18,500	1.5	28	19	2	4	3
4	Amherst	114,000	54.0	140	89	22	22	7
3	North Tonawanda	36,000	11.0	52	34	6	5	6
6	West Seneca	70,000	20.0	63	35	9	15	4

