

On September 5, 1985, the New York State Public Employment Relations Board designated a three (3) member Public Arbitration Panel to resolve the contract impasse between the Village of Chittenango and the Chittenango Police Benevolent Association (hereinafter referred to as "EMPLOYER" and "UNION respectively).

On December 17, 1985, a Hearing was held in Chittenango, New York, to hear the issues in this impasse. The Panel received one (1) Joint Exhibit, and each party submitted a comprehensive, multi-Exhibit Hearing Brief covering each of the issues. The Panel met in Executive Session on January 30, 1986, in Chittenango to review their Hearing notes, Exhibits, independent research data, and took into consideration the following criteria as required by Section 209.4 of the Taylor Law as follows:

"(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 the employment of the employees involved in the

the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.

b. the 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, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training skills;

d. the terms of collective agreements 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 hospitalization benefits, paid time off, and job security."

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A W A R D

ISSUE 1 - SALARIES

- (a) Effective 6/1/85, the salary schedule in Article V of their Collective Bargaining Agreement will be increased by \$960, and each member of this bargaining unit, when moved to their appropriate step, will be paid at the new salary rate. All retroactive monies will be paid within thirty (30) days of the date of this AWARD.

- (b) Effective 12/1/85, the salary schedule in (a) above will be increased by \$400, and each member of this bargaining unit will be paid at the new salary rate. All retroactive monies will be paid within thirty (30) days of the date of this AWARD.

- (c) Effective 6/1/86, the salary schedule in (b) above will be increased by \$1,230, and each member of this bargaining unit, when moved to their appropriate step, will be paid at the new salary rate.

ISSUE 2 - LIFE INSURANCE

The UNION's request is denied.

ISSUE 3 - DISABILITY INSURANCE

Effective 6/1/86, the EMPLOYER shall provide the same disability coverage currently extended to its other bargaining unit. Members of this unit shall contribute thirty cents (30¢) per week towards this cost.

ISSUE 4 - VACATIONS

Effective 6/1/85, Article IX is amended as follows:

- 1 - 8 years = 10 days vacation allowance
- 9 - 19 years = 15 days vacation allowance
- 20 + years = 21 days vacation allowance

ISSUE 5 - UNIFORM ALLOWANCE AND DRY CLEANING

Effective 6/1/86, Article XV, Section 2, is amended to increase the dry cleaning allowance by \$50, to \$125 per officer per year.

ISSUE 6 - RETIREMENT

Effective 6/1/86, Article XIV is amended to provide for New York State Employee's Retirement System, Section 384, Special 25 Year Plan.

ISSUE 7 - DURATION OF AGREEMENT

Article XXII is amended to incorporate a two (2) year Agreement from 6/1/85 through 5/31/87.

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O P I N I O N

ISSUE 1 - SALARIES

The Panel reviewed salary survey data and concluded that there was a need to adjust the salary schedule, less than the UNION suggests but more than the EMPLOYER prefers. The 1985 Salary and Longevity Comparisons (Page 28 - UNION Exhibit) reflects the present salary maximum to be approximately eight percent (8%) below the

survey median salary. All of the police agencies in the survey are within the EMPLOYER's labor market, i.e., within a forty-five (45) mile radius of Chittenango, and it is a mix of small cities, towns and villages. While not entirely comparable, the proximity of these municipalities is such that they do share a commercial/residential base in many respects. As required by statute, the Panel also took note of the Laborer's salary of \$18,928 after one (1) year of service in the EMPLOYER's other bargaining unit, vis-a-vis the \$16,229 projected under the EMPLOYER's offer for police officers after a comparable period of employment.

The Panel believes the EMPLOYER's finances does provide the wherewithal for the salary changes in this AWARD. The EMPLOYER's position was that they had budgeted five percent (5%) in each of two (2) years, although inability to pay a larger salary increase was not fully substantiated. The Village's Full Valuation has increased approximately sixty-nine percent (69%) from 1980-86, showing a steady growth pattern. Building permits during the first six (6) months of 1985 surpassed the full year figures for 1983 and 1984. The EMPLOYER is comfortably below its Constitutional Limitation on Taxes (40.5%) and its Constitutional Limitation on Debt (4.5% non-exempt debt). The EMPLOYER has a consistent tax collection rate of one hundred percent (100%) as a result of Madison County re-imbursement procedures. Within its labor market, as defined earlier, the EMPLOYER's per-capita income in 1980 was at the median for those municipalities surveyed, and its full valuation per capita was very favorable.

Approximately fifty-eight percent (58%) of its Village residents are in their income producing years (18-64), and only 9.3% of its citizenry are over 64 years of age. The EMPLOYER's sales tax revenues continues to expand, e.g., 1st quarter 1985-86 revenue was forty percent (40%) of the 1984-85 fiscal year sales tax total. Overall, the Panel finds the Village's present financial situation strong, and its future promising. This is, no doubt, a credit to its capable municipal leadership and enlightened citizenry.

The Panel believes that it is clearly in the public's interest and welfare for the EMPLOYER to provide a competitive wage and benefits program to maintain a high level of employee morale and productivity.

Finally, the Panel accepts the fact that peculiarities of police work are such that it is a demanding and dangerous occupation, and this has given consideration along with the other criteria in the statute outlined earlier.

ISSUE 2 - LIFE INSURANCE

The Panel reviewed survey data from municipalities within the EMPLOYER's labor market, and was not unmindful of the benefit/need for this issue, given the nature of police work. However, in view of the overall make-up of this AWARD, the Panel believes this issue is not appropriate at this time.

ISSUE 3 - DISABILITY INSURANCE

This benefit is already in place for the EMPLOYER's other bargaining unit, and the EMPLOYER has offered identical coverage to this UNION. The AWARD reaffirms the EMPLOYER's offer, and the Panel's thirty cents (30¢) per week co-pay determination is identical to the current program sought by the UNION.

ISSUE 4 - VACATIONS

The Panel carefully reviewed survey data submitted at the Hearing, and determined that senior police officers are not competitive in terms of vacation allowance. They were also disadvantaged when compared to senior members of the EMPLOYER's other bargaining unit. Accordingly, the AWARD reflects an improvement to twenty-one (21) vacation days each year after twenty (20) years of service.

No member of this UNION is currently eligible for this benefit so the AWARD is a no cost item for the EMPLOYER for the next three to four (3-4) years. The Panel also believed that sufficient man-hours are available to the EMPLOYER so that additional scheduling costs for future vacations would be minimal.

ISSUE 5 - UNIFORM ALLOWANCE AND DRY CLEANING

The last Agreement between the parties called for a seventy-five dollar (\$75) annual dry cleaning allowance, and the UNION seeks an additional seventy five dollars (\$75) per member. The EMPLOYER proposed an additional fifty dollars (\$50) per year to the two hundred fifty dollar (\$250) uniform allowance, but also took the position that it would have no objection if the UNION preferred to increase its dry cleaning allowance instead. The Panel re-affirmed the EMPLOYER's monetary offer but gave weight to the UNION's preference for dry cleaning.

ISSUE 6 - RETIREMENT

Comparative survey data does indicate that the UNION members are not competitive with its present 375-C Plan. It's preference for the 384 Plan, 25 year retirement, is understandable given the nature of police work. The Panel was also concerned and gave full consideration to the cost of the new Plan, including the "going-in" assessment; with giving the EMPLOYER ample opportunity to fund the Plan; and with striking an equitable balance between the overall cost with the salary and ancillary issues proposed by the UNION. The Panel believes it has struck that balance in its AWARD.

ISSUE 7 - DURATION OF AGREEMENT

The Panel understands the relationship between the parties to be positive, and that their interests will be best served with the stability of a two (2) year Agreement. This will also give the EMPLOYER the ample opportunity it needs to properly plan and fund for the 384 Retirement Plan.

In conclusion, the Panel wishes to express its appreciation to and acknowledge the labor relations professionalism of both Chief Spokesmen, without which the work of the Panel would have been immeasurably more complex and difficult.

DATED: February 7, 1986
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