

JUL 31 1987

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

CONCILIATION

In the Matter of the Arbitration

between

CITY OF SHERRILL

and

SHERRILL POLICE BENEVOLENT
ASSOCIATION, INC.

CASE NO. IA 86-30;
M86-286

PANEL MEMBERS:

Mona Miller, Chairperson, Public Panel Member
James Dunn, Mayor, City of Sherrill
Gerald F. Washburn, New York State Federation
of Police

APPEARANCES:

For the City:

Dennis K. Mc Dermott, Esq., Sherrill City
Attorney

For the Association:

George Nicholson, Police Benevolent Association

PRELIMINARY STATEMENT:

This arbitration award is the result of the Collective Bargaining dispute between the City of Sherrill, hereinafter referred to as "City" and the Sherrill Police Benevolent Association, hereinafter referred to as the "PBA". The dispute concerns the terms of the agreement to replace the contract which expired on December 31, 1985.

The PBA is the bargaining agent for three police officers in the City of Sherrill. As the smallest city in the state, Sherrill is in a unique position for application of the statutory requirements on comparability for determination of issues submitted to interest arbitration. The choice of surrounding and similar communities with similar police departments is a difficult one. The Award takes into account this uniqueness.

Unresolved issues were submitted to this Panel for resolution, pursuant to Article 209.4 of the New York State Civil Service Law, Section 209.4. 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 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 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 interests 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 and 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.

An arbitration hearing was held on June 1, 1987, at Sherrill City Hall. Both parties were given full opportunity to present evidence on the issues in dispute. At the end of the hearing the record was closed.

The Panel met in executive session at the close of the hearing and again on June 15, 1987. The following is the Award, employer member dissenting on salary, and joining the other members of the Panel on all other items. Pursuant to the statutory authority contained in 209.4 of the New York State Civil Service Law, the duration of this Award shall be for two years, from the expiration date of December 31, 1985 through December 31, 1987. All terms and conditions not addressed by this Award remain as presently written in the contract.

THE ISSUES:

The parties had submitted for the Panel's determination the following items:

- Salaries
- Uniform allowance
- Longevity steps
- Paid holidays
- Sick leave cash out
- Personal leave
- 20-year retirement
- Leave for union activity
- Shift differential
- Length of contract

During the course of the executive sessions, the Panel made decisions on some, but not all of the items. The Panel is fully aware that items not addressed by this Award remain the same as presently written in the contract.

SALARY:

The PBA had proposed a 10% salary increase for 1986 in its demand for arbitration to "bring them up to other cities" as used for their comparability data, but revised the proposal during the hearing. The City had proposed a 4% increase on the basis of its having given the same percentage to other Sherrill City employees and on the basis of its comparison to similar size communities. The City remained firm on this percentage. The

data used by both is derived from New York State Department of State Labor Agreements Data System (LADS). The PBA used data from cities under 50,000 population in Oneida and surrounding counties, whose police departments are all larger than that in Sherrill. The City chose communities on New York State Route 5 in or near the Mohawk Valley section of the state; with Oneida and Little Falls as the cities plus four villages. Only one community has fewer residents than Sherrill. Little Falls and Oneida are the only two communities in common used by the parties. The City argued strongly that Sherrill is a small community, and, as such, its police officers are not to be compared to larger communities. The PBA made the point that police work has the same essential characteristics in any community and its members should be compensated in a fashion commensurate with their duties and within the reasonable boundaries of the comparable salaries in nearby small cities.

AWARD:

The Panel considered the effect of the demands, using both sets of data, on the salaries of the three full-time police officers in Sherrill. A 6% increase on the schedule is awarded in each of the two years as follows:

1986	Base	\$ 16,369
	Step 2	\$ 17,380
	Step 3	\$ 18,351
	Step 4	\$ 19,343
	Red circle rate	\$ 21,665
1987	Base	\$ 17,351
	Step 2	\$ 18,401
	Step 3	\$ 19,452
	Step 4	\$ 20,504
	Red circle rate	\$ 22,965

Compared to the averages of the salaries in the comparable communities as selected by the PBA and the City, these figures place the PBA in Sherrill in a mid-point position. Compared to salary increases statewide as reported by New York State PERB, the 6% increase is consistent with others, although a little lower than the average for settlements reached through negotiations and awards made by interest arbitration panels.

The City raised no arguments about inability to pay. Its decision is based on what it believes to be "fair". The comparison with other city employees who are unorganized and were granted 4% increases is a matter of fact but does not compel the PBA to follow that pattern. The duties and responsibilities of the police officers are best compared to other police officers in other communities than to employees doing work of a very different nature in Sherrill. Yet, the discrepancies between

the salaries of police officers and those of others in their own community should not be so broad as to create community problems. Therefore, a 6% increase in 1986 and again in 1987 is a reasonable and just determination.

In recognition of the level of this increase, however, most other monetary demands are not part of this Award. The proposals for the twenty year retirement, personal leave, uniform allowance, sick leave cash-out, longevity steps and union time off are denied.

SHIFT DIFFERENTIAL:

The shift differential for evening and night work is common in labor agreements. In this department, all three police officers in the unit work those shifts, with days covered by the Chief and part-timers. The City and PBA agree that shift differentials are a routine practice. Compared to the other police departments in the surrounding area, both those listed by the City and those by the PBA, the practice is mixed. Sherrill Police share with some the practice of no payment for second and third shifts, but others do pay extra compensation.

AWARD:

A 20¢ per hour shift differential for all hours worked on either second or third shift becomes effective July 1, 1987.

HOLIDAY:

The addition of a floating holiday again is not out of line with the surrounding practice. By adding the day as a floating holiday rather than a fixed, the City will not be required to pay part-timers the holiday rate of pay.

AWARD:

A floating holiday is added to the Collective Bargaining Agreement effective July 1, 1987.

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

Dated: July 20, 1987

Mona Miller

Mona Miller, Chairperson
Public Panel Member

Dated: July 15, 1987

James Dunn

James Dunn
Employer Member

Dated: July 15, 1987

Gerald F. Washburn

Gerald F. Washburn
Employee Member