

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

---

Interest Arbitration  
between

VILLAGE OF SENECA FALLS

and

COUNCIL 82, AFSCME, SENECA FALLS  
POLICE OFFICERS UNION

PERB No. IA93-045; M93-313

---

NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

APR 03 1997

**CONCILIATION**

Decision and Award of Interest Arbitration Panel

This interest arbitration involves a unit of 11 police officers, 6 of whom are patrolmen and the other 5 sergeants.

The Village has made an offer to these employees of a 3.5% wage increase in each of the two years of the agreement. This is the same wage increase that the Village offered its other bargaining unit employees, all of whom have negotiated a package with a foundation of a 3.5 % increase. For our purposes, the most relevant comparison unit within the Village consists of the unionized Street Department employees (the Union says there are 13 employees in that unit, the Village says 11).

The Village contends that its offer is extremely fair given the severe economic downturn it faces. It argues that particularly in these difficult times the Union should accept the same salary package agreed to by the other employees. This would follow the pattern of almost 20 years in which the Village has negotiated similar salary increases for all its represented employees. The Union responds that if it accepts the same salary package as the other units, police officers will continue to earn less than employees who work in the Street Department.

Were it not for the claimed disparity between the salaries of the two units, a majority of this panel would not hesitate to award the 3.5% agreed to in the other units. Here, briefly, are the reasons:

First, the Village faces real economic constraints. These include the loss of several key businesses that contribute to the tax base and to the local economy, such

as the Seneca Army Depot, Sylvania/Phillips, Gould's Pumps and the local hospital. At the same time, federal aid has vanished and state aid has dwindled. The fund balance continues to shrink. Tax increases are the only source of revenue growth, and taxpayers are contributing their fair share, especially given the declining economy.

Second, given these constraints, the comparative data doesn't warrant a major salary adjustment. The Village compares this unit with 4 other municipalities within a 25 mile radius. Seneca Falls salaries are higher than 3 of these units and above the average for all 4 (ex. 5, p. 36 Village brief). The Village also points to salaries for the County Sheriffs Department (Ex. 10, p. 47, Village brief). These figures show that Seneca Falls starting salaries are a good \$2,500 higher than in the Sheriffs Department. The record doesn't indicate the comparisons at the higher steps, and in the absence of further evidence I can assume the Seneca Falls salaries continue to be higher at the later steps. Seneca Falls police officers also enjoy a higher employer contribution for health benefits and a stronger retirement program than employees in the Sheriffs Department. Further, the wage settlements for Deputy Sheriffs for 1993 and 1994 are modest (Village brief p. 44).

The Union presents a comparison within a larger geographical universe, consisting of some slightly larger municipalities, including a couple of bedroom suburbs of Rochester and Syracuse, but leaving out 3 of the nearby municipalities used in the Village's survey (Union brief p. 1). Using the Union's figures, Seneca Falls salaries lag substantially.

Arguments over the relevant geographical comparison are common in these disputes and there is seldom a conclusive answer. The geography and size of the municipalities in the Village's sample make it a somewhat more relevant comparison. However, it really isn't necessary to resolve the question of which universe to use, for the Union strongly pitches its case on the basis of comparisons within the Village: "the best comparable is a municipality which is in Seneca County and which is, in fact, the blue collar unit--the Street Department for the Village of Seneca Falls," Union brief p. 2. In the judgment of a majority of the panel the economic conditions do not warrant attempting to close the gap within the larger geographical area, and the award will instead focus on the Union's argument with respect to the blue collar unit.

Third, it makes sense if possible to continue the historical pattern of a uniform salary increase agreed to at the bargaining table in all units. The other units have apparently recognized the current fiscal constraints and negotiated a reasonable package. This voluntary agreement by all units in the past suggests an acceptance of the philosophy expressed in the Village's brief (p. 2): "Fortunately for the Village's employees, the Village not only has been able to provide its work force with unparalleled job security, but also has continued to offer increases in wages and benefits, despite the difficult times. It has been a source of satisfaction to at least some

that the Village of Seneca Falls has been an employer of conscience and reliability."

While these factors all support the Village's position, the Union presents a compelling comparison in its favor. That is that salaries for police officers lag close to \$500 per year behind salaries for employees of the Street Department. This is a source of consternation for the officers, who believe the nature of their duties, especially the hazards they face, warrants salaries greater than, if not at least as high as, those of Street Department employees. The union's wage proposal calls for increases of 7% and 6.5% for each of the two years, which would bring its salaries well above those of the MEO's.

To put this comparison in sharper focus, the contrasts are most relevant and most pronounced in the comparison between police officers and MEO employees at the highest steps. The sergeants in this unit, as will be shown shortly, are paid more than MEO employees. I omit from the comparison the sole MEO mechanic, whose salary is some \$800 higher than the MEO category. Nor are the comparisons with custodians and laborers in the Street Department as critical, for the police officers earn more than those categories, and most of the Street Department employees are in the MEO category. The pertinent figures are found in Ex. 4-A, Village brief p. 26. It is critical to note that the police salaries carried in that exhibit reflect what an officer's salary would be with the 3.5% increase offered by the Village. For example, a police officer at step 5 in June, 1993 earns \$30,866, some \$480 behind the step 5 MEOs. I put to one side other benefits in the police unit's package, such as a generous 20 year retirement benefit, that enhance this unit's compensation compared to the other unit.

The impasse resolution statute (Section 209 of the Taylor Law) requires the panel to look at several points of comparison. Part (a) calls for a comparison with other employees "performing similar services or requiring similar skills." This of course points to other police units. But the statute also calls for comparison with "other employees generally in public and private employment in comparable communities", and this certainly warrants taking a look at other Village salaries.

Part (c) goes on to require a comparison of the peculiarities of particular professions, including "hazards of employment, educational qualifications and job training and skills". The evidence in this proceeding, which came in by agreement through largely unchallenged assertions in the parties' briefs and in the statements of witnesses, shows that the employees of the Street Department certainly face hazards in their work, and require job training and skills, particularly to operate heavy machinery. But even in a relatively bucolic and peaceful community, police work, along with firefighting, is generally thought to be among the most hazardous of public sector jobs. surely it requires skills and ongoing training. While the Union would say the job requires greater skills and entails more hazards than work on the Street Department, surely it requires at least as much skill and presents at least as many hazards.

The police have accepted this historical disparity in prior bargaining, and I assume this has been in the interest of preserving good labor relations with the Village and among the other units, for interest arbitration has been available to the unit for many years. But acquiescence in a pattern shouldn't preclude the Union from making its case that the gap should be closed.

In examining the data and reviewing it with the panel, it appears the gap is not large. A police officer at the highest step earns \$480 less than a MEO at the highest step. While the Village faces severe financial constraints, making an adjustment for 6 employees would not put a major burden on its resources.

The panel awards a one time adjustment in the salaries of police officers that will bring them to the same level of compensation as MEO's. This will be accomplished by making a one time dollar increase of \$442.70 to the step 5 salary for police officers as of May 31, 1993. That rate as adjusted and all other salary rates shall be increased by 3.5% for 1993 and by 3.5% for 1994.

This adjustment looks to the future, in the hope of putting the two units on an even keel and giving them the foundation to negotiate similar patterns of increases in the future, as they have in the past. As times get more difficult, a cooperative approach to negotiations is needed. This award is designed to remove a disparity that appears to be an impediment to constructive negotiations. Neither unit in the Village should begrudge the other a decent settlement in these hard times. The panel rejects the claim for an even larger increase. The adjustment will improve police salaries even more in the two comparison universes. For example, the additional adjustment almost closes the gap with the one municipality in the Village's exhibit, Geneva, that pays a higher salary to officers (Ex. 5, p. 36).

The 5 Sergeants present different considerations. Under the current contract the sergeants are paid \$3,775 more than officers at the comparable top steps (Village brief Ex. 4A, page 27). They presently receive \$3,336 more than the MEO's in the street department, and more than the top paid MEO mechanic. In the comparison group urged by the Village (Village brief, Ex. 6, p. 37), Sergeants' salaries are \$844 above the average for the four comparison municipalities, higher than three, but substantially behind the fourth, Geneva. On the other hand, the Sergeants are behind their peers in the comparison units urged by the Union. Thus, the considerations that call for an adjustment for the officers to achieve parity with street department employees do not apply with the same force to the Sergeants.

However, if no further adjustment is made for the Sergeants, the differential between them and the officers will close somewhat. In the panel's experience, a differential between salaries of officers and command officers is common, see the Chair's award in Town of Greece, IA 91-004. There is no magic formula for

determining this differential, and the historical difference in Seneca Falls is as good a guide as any as to what it should be. But even that historical pattern distorts the difference, for a similar percentage increase for officers and sergeants yields a higher dollar increase for the sergeants.

As indicated, there are less compelling reasons for a further increase in sergeants' salaries, particularly since they enjoy a much more favorable position compared to the MEO's than do the officers. And the current fiscal constraints argue against any substantial adjustment. On the other hand, because this is a command position and is viewed as a career ladder step, care should be taken that the traditional differential isn't eroded too far. Otherwise this could have an impact on morale. The panel concludes that a further adjustment is needed to preserve the traditional salary differential between the two officer groups. The contract currently provides for a longevity service payment after 10, 15 and 20 years that goes up in \$200 increments. For sergeants only this differential shall be increased so that it is \$450 after 10 years of service, \$750 after 15 years of service, and \$950 after 20 years of service. This preserves to the necessary extent the differential that Sergeants have enjoyed relative to officers' salaries.

The Village makes a demand for a lower starting salary. The panel agrees. The starting salary will remain the same as the 1992-93 rate through June, 1995.

The Union set out in this arbitration to enhance its position in two major areas. One, just discussed, is wages. The other is its desire for additional time off. The Union points out that its members work a long schedule. Set up as a 6-2 rotation, instead of the 4-2 normally found, this schedule yields less time off per year than most comparison districts, as the data amply shows. Further, police officers often work weekends and holidays. The Union seeks to capture some of this time through several proposals.

The most compelling need for relief on time off is in the area of vacations. The Union has proposed an increase in vacation days from the current schedule to a new schedule that provides 35 vacation days after 15 years of service. The Village has proposed a more modest adjustment in the vacation schedule, topping out at 22 vacation days after 15 years of service. The proposal is set out at page 15 of its brief. It includes a provision for preserving the benefits of those employees in the 5-10 year range who might do better under the old schedule. The Village offer is linked to a proposal enabling it to use part time help.

The panel awards the vacation schedule proposed by the Village as most in accord with the current economic situation and as in line with the comparable data on vacations. The award is as follows:

1-5 Years of Service	10 Vacations days
5-10	12
10-15	18
15 plus	22

This benefit is prospective only.

Those employees currently having 5-10 years will receive their vacation under the new or the old schedule, whichever generates more days for the employee.

The panel agrees with the Village that because of its small size some arrangement must be made for coverage during these vacations. Part time employees are covered by the current agreement. The panel agrees with the Village proposal that up to two part time employees may be hired to cover during vacation periods. These employees will be paid 80% of the current salary rate and shall receive no benefits except those provided by law. Part time employees must reside within the Village limits.

The Union also makes a demand for relief for employees who are scheduled to report to work but the assignment is cancelled. The Union says that in such a case the officer should be reassigned (13.1.2). Sergeant Strader testified convincingly that there is a problem that can present an inequity to the officer. The panel agrees with the Union that relief should be granted in situations presented by Sergeant Strader's situation, namely where a convention day is cancelled because of inclement weather. Section 13.1.2 will be amended as follows on a prospective basis:

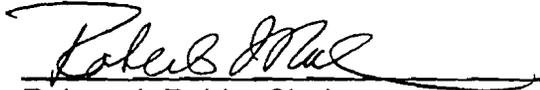
Any employee who is advised to report for overtime work for a Convention Day activity will be reassigned for the scheduled hours in the event the Convention Day activity is cancelled due to inclement weather unless the employee is given 48 hours advance notice that he is no longer need to work the overtime hours.

This is the extent of the negotiation demands awarded by the panel. All other demands are withdrawn. The panel specifically addresses two of those demands. With respect to Union demands for greater longevity, this is rejected because of the general economic considerations already discussed. However, an additional longevity is added for sergeants for the reasons stated. Second, the panel rejects the Village demand for relief on health insurance costs. Even though the village presents discouraging statistics for rising health insurance costs, we see no point to have this unit now pay a greater share than do the other units. The evidence shows (U-18) that the agreement for the Street Department unit, which assumes so much importance in this proceeding, calls for a continuation of the current 100% medical insurance premium coverage through 1996. Further, the Village touts the generosity of its health insurance

coverage in comparing other municipalities. The panel took that into account in assessing those comparisons, and it would be inconsistent to now reduce the amount of coverage.

The salary adjustments are to be made on a retroactive basis. All other changes are prospective, as indicated.

Respectfully submitted,



Robert J. Rabin, Chair



Peter Killian, Union Member



R. Daniel Bordon, Employer Member

April , 1995