

OCT 06 1994

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Arbitration Between
CITY OF WATERVLIET
(Police Department),
Employer
-and-
WATERVLIET POLICE
BENEVOLENT ASSOCIATION
Union.

**CONCILIATION
OPINION**

AND

AWARD

PERB

CASE NO.

IA93-015,
M92-564

Before Public Arbitration Panel Members:

Michael S. Lewandowski, Chair
Jane K. Finin, Esq., Member
Nick Ostapkovich, Member.

Appearances:

For the City: Kevin G. O'Haire, Esq.
For the Union: Kathleen R. DeCataldo, Esq.

On June 23 1993, the Watervliet Police Benevolent Association ("PBA") filed a petition for compulsory interest arbitration with the New York State Public Employment Relations Board ("PERB"). The City of Watervliet ("City") and the PBA had reached impasse in their negotiations for a successor Agreement to the Collective Bargaining Agreement between the parties that expired on December 31, 1992.

In accordance with Section 209.4 of the Civil Service Law,

the undersigned were designated as the Public Arbitration Panel members by letter dated October 7, 1993 from PERB. The panel met and conducted a hearing in the town of Colonie on March 21, 1994, March 28, 1994, April 20, 1994 and June 10, 1994. The parties were represented by legal counsel and were afforded a full opportunity to present relevant evidence in support of their positions. Each presented witnesses for examination and cross-examination and documentary evidence including data collected concerning police departments that they considered to be comparable to that of the City. The Public Arbitration Panel met in executive session on September 12, 1994 in Watervliet, New York. The content of this opinion and award reflects the results of consideration of the evidence presented against the criteria contained in the Fair Employment Act. The final disposition of the issues is the result of a unanimous vote of the panel.

The evidence presented by the parties was considered against the criteria set forth in the Law including but not limited to a comparison of wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions; the interests and welfare of the public and the financial ability of the public employer to pay; the peculiarities in regard to other professions such as hazard, educational qualifications, training and skills and the terms of

collective agreements negotiated between the parties in the past providing the compensation and fringe benefit package that currently exists for the bargaining unit members.

ISSUES

1. TERM OF THE AGREEMENT: The panel agreed that the term of the agreement resulting from this award shall be for two years.

2. COMPENSATION: The PBA seeks an increase of 8% in the annual base salary of each member for each year of a two year agreement. The City's seeks to increase base annual salary by 2% in the first year of a new agreement and 3% in the second year of a two year agreement.

The PBA presented data and witnesses who testified that the police officers in the City provide services that are similar to those performed by officers in several area departments. They are required to achieve the educational and experiential qualifications standards for police work. Additionally, the PBA presented witnesses that attested to the City's current fiscal condition, with particular notice of the ability of the City to fund the salary and other cost driven demands that have been advanced by the PBA. Data

presented by PBA witnesses indicated that the demands put forth by the PBA would not present a significant budgetary or tax burden to the City. The data presented also shows that the PBA's members currently do not exceed, on average, and slightly lag behind salaries paid to officers on comparable forces when compared against police forces in the immediate geographic area.

The City argues that the increases sought by the PBA are too costly and as such they are not in the interest of the public. Additionally, the City asserts that the salaries paid to the police are, on average, higher than the salaries paid to comparable police forces when that comparison is made against police forces found in cities of comparable size locally and across the State. It is the City's contention that the salary demand, coupled with the other demands presented by the PBA would present an unbearable cost burden to the City.

The panel considered the cost of the salary increase demands against the data presented concerning the City's ability to pay the increase, the public interest and the value of the proposed increase compared against those granted to other police units. The panel noted that the City does have the ability to provide an increase that would provide the PBA's members with an increase that maintains the salary relationship that they currently have

with police forces in the immediate area. The increase awarded does provide a slight improvement in the PBA's salary position when compared against that data provided which shows the average salary increase provided comparable police forces as depicted by salary settlements for 1993 and 1994.

FINDING: It is the finding of this panel that the new agreement should contain provision for an increase in annual salary of 5% effective January 1, 1993 and an increase in annual base salary of 5.5% effective January 1, 1994.

3. MARTIN LUTHER KING HOLIDAY: The data provided to the panel shows that the number of holidays provided to the PBA falls behind that provided comparable departments. The PBA presented sufficient evidence to justify their need to have an additional holiday. The city did not demonstrate that meeting this demand would significantly impact on cost and/or operations.

FINDING: The panel agreed that the new agreement should contain an increase in paid holidays to include the observance of Martin Luther King day.

4. ARTICLE II §9, SICK LEAVE. The evidence submitted supports the general proposal that the members of the PBA should be allowed to use sick leave for family illness however the evidence also

shows that a concern for administration of the benefit and the resulting time off is proper.

FINDING: The agreement should contain an amendment to ARTICLE II §9, SICK LEAVE, which permits up to 12 days per annum of accrued sick leave to be used when a family member of an officer is incapacitated due to illness or disability and the officer is needed to provide care for that family member. Family member for purposes of this provision is defined as parent, spouse, child or other family member residing in the officer's household.

5. AMENDMENT OF ARTICLE II §10, VACATION. The panel found that the data provided shows the PBA lags behind comparable departments in the amount of time it takes officers to reach the point where they are able to earn four weeks of vacation annually. The data provided did not support, when compared against the operational impact on the department, a proposal to add five (5) days of vacation accruing after fifteen (15) years of service.

FINDING: The agreement should amend the vacation article to move the accrual of the fourth week of vacation from after the completion of twelve (12) years of satisfactory service to after completion of eleven (11) years of satisfactory service. The agreement should not be amended to add additional days of vacation.

6. PAYMENT FOR SICK LEAVE ON RETIREMENT. The panel reviewed the cost implications of paying for sick leave at retirement and found that the City proved them to be substantial. The panel also noted that the officers had previously enjoyed this benefit but it was given up in favor of a gain they received in bargaining.

FINDING: The agreement should not be changed to include the payment for sick leave upon retirement.

7. NON-DUTY-RELATED DISABILITY INSURANCE AT PBA MEMBERS EXPENSE.

The PBA proposed offering its members non-duty-related disability insurance at the member's expense. The City opposed the benefit on the grounds that it would provide an additional expense to the City as the City administered the payroll changes necessary to implement it. The panel did not find the evidence supported a denial of the benefit. The benefit outweighs the minimal administrative cost.

FINDING: The agreement should include a provision providing for non-duty-related disability insurance provide to the officers at the PBA member's expense. The provision is to state that should the PBA make a demand in the future that the City bear some or all of the costs of this benefit, such a demand will terminate the provision.

8. CITY PAYMENT FOR UNIFORM DRY CLEANING. The PBA proposal that the City pay for the cleaning of uniforms is not supported by the data especially considering the compensation settlement contained in this agreement.

FINDING: The agreement should remain unchanged with respect to cleaning of uniforms.

9. CHANGE IN WORK WEEK FROM FIVE (5) DAYS ON AND TWO (2) DAYS OFF TO FOUR (4) DAYS ON AND TWO (2) DAYS OFF. The data presented shows that this proposal would be extremely costly for the City requiring the hiring of additional officers. The PBA did not provide data which would prove that the change they propose is needed.

FINDING: The agreement should not contain a provision to change the work week.

10. REDUCTION IN REQUIRED NOTIFICATION TIME FOR HOLIDAY LEAVE FROM ONE WEEK TO TWENTY-FOUR (24) HOURS. The data provided by the Union shows that the one week notification period may prove cumbersome however the data provided by the City shows that leave time results in overtime costs. It is clear that the more lead time the City has the better able it is to provide coverage for absences. The information provided would support a modification as follows.

FINDING: The agreement should contain an amendment which leaves the notification period at one week but permits reduction of the notification period to twenty four (24) hours if that reduced notification period does not result in overtime.

11. PARTICIPATION OF PBA MEMBERS IN DEFERRED COMPENSATION PROGRAM (PEBSCO). The data shows the cost of permitting this benefit is contained to that of administrative costs associated with keeping payroll records. The panel found the benefit outweighs the cost.

FINDING: The agreement should contain a provision to allow participation of PBA members in PEBSCO.

12. DECREASE NUMBER OF VACATION SLOTS AVAILABLE ON A SHIFT FROM TWO (2) TO ONE (1). The data presented does not support the change proposed. The impact on the officers who would be denied vacation sufficiently outweighs the need to support the change.

FINDING: The number of vacation slots available should remain at two (2).

13. HEALTH INSURANCE CO-PAYMENT OF TWENTY (20) PERCENT. The City seeks to have PBA members contribute to the rising costs of providing health insurance benefits. In support of its position, the City provided data which clearly shows substantial increases in the cost of providing this benefit and data which shows a clear

trend towards employee contribution to that cost. The PBA opposes the proposal.

FINDING: The agreement should contain language that provides for new employee hired after the execution of this award to contribute to the cost in providing health insurance but the contribution will be reduced as the officer attains years of service to the City. New officers will contribute 50% of the premium in their first year of service; 40% of the premium in their second year of service; 30% of the premium in their third year of service; 20% of the premium in their fourth year of service and 10% of the premium in their fifth year of service. After that the City would pay the premium.

14. CITY LEAVE PROPOSALS. The City made additional proposals to decrease the number of holidays and in exchange for same to add one day of personal leave. The panel rejected the proposals as evidenced by the increase in holidays provided by adding Martin Luther King Day to the holidays specified in the agreement.

AWARD

The findings of the panel as detailed in each section above constitute our award.

Affirmation

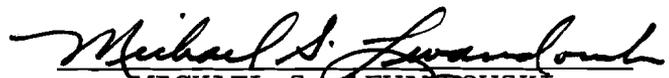
STATE OF NEW YORK)

) ss.:

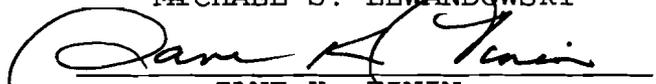
COUNTY OF SARATOGA)

We, the undersigned, do hereby affirm upon our oath as Arbitrators that we are the individuals described in and who executed this instrument, which is our award.

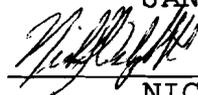
Date 10-4-94


MICHAEL S. LEWANDOWSKI

Date 10-4-94


JANE K. FININ

Date 10/4/94


NICK OSTAPKOVICH