

SEP 20 1993

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

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

OPINION

AND

AWARD

PERB

CASE NO.

IA94-006,
M93-534

Before Public Arbitration Panel Members:

Michael S. Lewandowski, Chair
Rocco A. DePerno, Esq. Member
Lorne Fairbairn, Member.

Appearances:

For the City: Katherine Hannan Wears, Esq.
For the Union: Anne McGrath, Esq.

On May 31 1994, the Ogdensburg Police Benevolent Association ("PBA" or "Union") filed a petition for compulsory interest arbitration with the New York State Public Employment Relations Board ("PERB"). The City of Ogdensburg ("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, 1993.

In accordance with Section 209.4 of the New York State Civil Service Law, the undersigned were designated as the Public Arbitration Panel members by letter dated October 17, 1994 from PERB. The panel met and conducted a hearing in the City of Ogdensburg on February 16, 1995 and May 18, 1995. At the hearing, the parties were represented by legal counsel and were afforded a full opportunity to present relevant evidence in support of their positions. They 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 July 20, 1995 in the City of Ogdensburg, New York. The panel also had two additional telephone conferences to deliberate the matters before it. 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 majority vote of the panel on each issue after consideration of the entire agreement.

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

COMPENSATION:

At the hearing, a massive amount of data concerning wages paid other police departments and non-police employees of the City of Ogdensburg was submitted to the panel for consideration. The panel also received extensive data on the City's financial status and the tax burden borne by the citizenry of the City. After long and careful consideration, the majority of the panel concluded that the City has the ability to pay the increases in compensation and benefits contained in the this award. The increases are not viewed by the panel, when compared against the data provided, as presenting a situation which creates an unfair tax burden to the City yet the increases do provide for a fair and equitable compensation and benefit package for PBA members considering their duty assignments and those of comparable

police agencies.

The majority of the panel found the data provided concerning the compensation and benefit packages given to police agencies in surrounding jurisdictions and the supervisory unit in Ogdensburg to be data relevant for use as a benchmark against which to compare the PBA.

The data was viewed by the majority of the panel as portraying the PBA salary structure as only somewhat behind comparable police agencies¹ when viewed from the standpoint of top salaries paid. The Ogdensburg PBA salary structure lags significantly when the same data is used to compare salaries paid at the entry level however the demographics of the PBA unit clearly shows that the majority of officers are currently at or near the top of their salary schedule. No data was presented which would show that the City has not been able to recruit officers at the entry level salary paid.

In the course of the hearing, the City offered a two-year wage increase of 2% to be paid as of January 1, 1994; 2% to be paid as of July 1, 1994; 2% as of January 1, 1995 and 2%

¹When the data is adjusted to include the increases provided for in this award, top PBA salaries come in line with and slightly exceed average top salaries paid to police in surrounding jurisdictions; entry salaries still lag somewhat behind.

to be paid as of July 1, 1995. The City's offer would have provided a 3% pay out for 1994 and 1995. The permanent salary of the officers and their salary schedule would have increased by 4% in each of the two years of the agreement.

The PBA's position was that the unit members should receive a 6% increase effective January 1, 1994 and a 6% increase as of January 1, 1995.

The members of the panel took particular notice of the fact that the City had entered into an agreement with its police supervisory unit that did not contain a split wage increase. That unit received a 4% salary increase for 1994.

FINDING: Considering the positions of the parties and the data presented as referred to above, the panel unanimously voted to increase base wages and the salary schedule under review here by 4% effective January 1, 1994. The majority of the panel voted to increase wages and the schedule by 4.5% effective January 1, 1995.

Roll Call Pay: The PBA proposed adding language to the Agreement which would provide 15 minutes of pay to compensate officers for pre-shift briefing. The City opposes this

proposal. The data presented shows that police in surrounding jurisdictions do receive compensation for required pre-shift briefings however in the course of the hearing and deliberations of the panel, it became clear that the PBA members here do not have a requirement to report to work 15 minutes prior to the start of their shift and the City is not seeking to impose that requirement on the officers.

Finding: Considering that the City imposes no requirement that officers report for duty 15 minutes prior to the start of an officer's shift and the City does not now seek to impose such a requirement, the majority of the panel voted to reject the PBA proposal to add roll call pay to the Agreement.

Health Insurance: The City proposed increasing health insurance deductibles from the current \$100/200 individual/family coverage to \$150 for individuals and \$300 for families. This represents a 50% increase in the deductibles. The PBA opposes this proposal. The data presented for surrounding jurisdictions on this matter is mixed but tends toward support of the PBA's position especially considering that there are other jurisdictions in

that population that do not require police contribution towards premiums. The data also shows that the City concluded negotiations with the police supervisory unit and the firefighters unit without agreement to raise the deductibles employees pay. Other unit deductibles remain at \$100/200.

Finding: Based on the above data, the majority of the panel voted to reject the City's proposal to increase health insurance deductibles.

Clothing Allowance: The PBA proposed increasing the current allowance for clothing from \$470 per year plus leather and outerwear to \$600 per year plus leather and outerwear. The City proposed changing the clothing allowance to a quartermaster system which would provide each officer with 2 summer and winter shirts and three pair of pants and pay \$300 for clothing maintenance each year. The City's proposal would additionally provide leather and outwear. The PBA opposes the City's proposal. The City opposes the PBA's proposal.

The City's proposal would represent a significant change in the way the benefit is provided yet the data provided shows that the City did not reach agreement to change to a

quartermaster system for the police supervisory unit and in fact had agreed to provide members of the supervisory unit with the same clothing allowance the PBA seeks here.

Finding: Based on the above, the majority of the panel voted to accept the PBA proposal to keep the current method of providing a clothing allowance and to increase the amount paid annually to \$600² effective January 1, 1995.

Shift Differential: The PBA proposed adding language to the Agreement which would, for the first time, establish a shift differential payment to be made to those officers who work shifts other than the day shift. Specifically, the proposal would pay officers who work the 3:00 p.m. to 11:00 P.M. shift 60 cents per hour in premium pay; officers who work the 11:00 P.M. to 7:00 A.M. shift would receive a premium of 90 cents per hour. The City opposes this proposal.

A review of the data submitted shows that by approving this proposal, the panel would be approving an additional raise in compensation equal to a 4.4% increase for those officers who work the 3-11 shift and a 6.7% additional raise

²Plus leathers and outerwear.

in compensation for those officers who work the 11-7 shift. The data presented which depicts the surrounding jurisdictions shows that only one police agency³ pays its officers a shift differential and that agency pays a differential of 10 cents per hour for the 3-11 shift and 15 cents per hour for the 11-7 shift. None of the City's uniformed employees receive a shift differential.

Finding: Considering the above data, the majority of the panel voted to reject the PBA proposal to add a shift differential to the compensation paid PBA members.

Miscellaneous: Other items were identified in the demand for arbitration as those which were to be submitted to the panel for consideration but, at or prior to the hearing, the parties agreed to resolve the differences they had in position thus those items are not reported on herein.

³The St. Lawrence County Sheriffs.

POLICE DEPARTMENT

CITY OF OGDENSBURG, NEW YORK

Office Of The Chief Of Police
330 Ford Street, Ogdensburg, N.Y. 13669
(315) 393-1551



August 29, 1995

Michael S. Lewandowski
Arbitrator
26 Mallards Landing South
Waterford, New York 12188

Re: City of Ogdensburg and Police Benevolent Association
Dissent Perb Case No. 1A94-006; M93-534

Dear Mr. Lewandowski:

After reviewing the draft of the opinion and award regarding this case I would like to attach this dissent as part of the award. I would specifically like to address the issue of compensation.

During Negotiations the City of Ogdensburg had proposed a salary schedule that would have brought the Ogdensburg Police Benevolent Association salaries above the average salary for the area. The salary schedule would have been adjusted by four percent each year, 1994 and 1995, with a 3% payout each year. This proposal would have kept top end salaries well above the area's average salaries and would have brought entry level salaries above the area average by 1995.

The salary award for the Ogdensburg Police Benevolent Association for 1994 was a straight 4%. The current contract with the Ogdensburg Police Supervisory Unit was cited as justification for this percentage increase, since the Police Supervisory Unit had negotiated a straight 4% raise for that year. This maintained parity between the two uniform units within the police department. This member was in agreement with this percentage raise so long as when combined with the second year award it did not exceed the percentages negotiated by the Ogdensburg Police Supervisory Unit.

For the second year of the contract the majority of the panel agreed to an award that adjusted salaries by 4.5%. No consideration was given to the 3% salary adjustment negotiated by the Police Supervisory Unit for that year. In light of the fact that the panel relied heavily upon the existing contract with the Police Supervisory Unit in determining the first year salary award, it should have given that contract equal consideration in determining the second year award. To award a percentage raise fifty percent higher than was negotiated by the Police Supervisory Unit only tends to undermine future labor negotiations.

Michael S. Lewandowski
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The City of Ogdensburg has historically maintained parity between its uniform bargaining units. To do so serves both parties well as this keeps the collective bargaining process on track and timely. When awards or settlements appear to heavily favor one unit over another the process suffers. Negotiations tend to become rather lengthy, often unproductive, and subject to litigation. Neither party wins in these situations.

Sincerely,

A handwritten signature in cursive script that reads "Lorne Fairbairn".

Lorne Fairbairn
Police Chief

LF/pm