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In The Matter of Interest Arbitration

A W A R D

- between -

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O F

CITY OF BUFFALO

A R B I T R A T I O N

- and -

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A N D

BUFFALO POLICE BENEVOLENT ASSOCIATION

O P I N I O N

* * * * *

APPEARANCES

NYC PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

APR 30 1996

For the PBA

CONCILIATION

W. James Schwan, Esq., Spokesman
Joseph J. Madison, Economic Consultant, Witness
Edward Fennell, Government Finance Consultant, Witness
John Juszkievicz, PBA 1st Vice President, Witness
James F. Cudney, PBA Recording Secretary, Witness

For the City

Peter J. Hurtgen, Esq., Spokesman
James N. Schmit, Esq. Spokesman
Honorable Anthony Masiello, Mayor, Witness
Barbara Slominski, Ass't Director of Labor Relations, Witness
James B. Milroy, Director of Budget, Witness
Joseph J. Tanzella, Commissioner of Assessment (retired), Witness

For the Panel

Samuel Cugalj, Chairman and Public Panel Member
rman J. Stocker, Public Employer Panel Member
obert P. Meegan, Jr., Employee Organization Panel Member

BACKGROUND

The City of Buffalo ("CITY"), located in Western New York state, is the second largest city in the state with an estimated population of 328,100. The Buffalo Police Benevolent Association ("PBA") represents approximately nine hundred (900) sworn police personnel in the CITY, excluding the Commissioner and three (3) Deputy Commissioners. This bargaining unit includes police officers, detectives, assistant dispatchers, police photographers, detective sergeants, lieutenants, captains, inspectors, among others.

Their three (3) year Collective Bargaining Agreement expired on June 30, 1995. The PBA submitted its proposals for a successor agreement on or about January 17, 1995. Pursuant to Article XXVI of their now expired collective bargaining agreement, when one party submits contract proposals to the other party, the latter has thirty (30) days from said receipt in which to submit its proposals. Thereafter, the parties must meet and commence negotiations within thirty (30) days for a successor collective bargaining agreement. On February 17, 1995, the PBA filed a class action grievance protesting the CITY's failure to timely submit its contract proposals under Article XXVI.

The CITY's Director of Labor Relations position was vacant from early December 1994 through February 21, 1995. On or about February 28, 1995, the CITY offered its contract proposals to the

PBA which the latter rejected as being untimely. No negotiation sessions were held. On March 7, 1995, the PBA filed a Declaration of Impasse with the New York State Public Employment Relations Board (PERB). The parties, thereafter, agreed to submit the above referenced class action grievance to expedited arbitration before Arbitrator Eischen. On June 30, 1995, this Arbitrator ruled:

"1. The City of Buffalo did violate the 1992-95 Collective Bargaining Agreement when it failed to submit its proposals to modify that contract by February 17, 1995.

2. As a consequence of the City's failure to submit its proposals in a timely manner, it may not compel negotiations on its February 27, 1995 proposals for modifying the 1992-95 agreement.

3. Negotiations for changes, if any, in the provisions of the 1992-95 Agreement shall commence forthwith on the basis of the proposals submitted by the PBA under date of January 16, 1995."

[Referenced Joint Exhibit 1,2]

The Eischen Award was confirmed in State Supreme Court on August 28, 1995. On July 27 and 31, 1995 the PBA again requested mediation services from PERB, and mediation sessions were held with a State Mediator on August 23 and September 6. No progress was reported. The PBA filed a Petition for Interest Arbitration on September 11, 1995, and on October 12 PERB designated this three (3) member Public Arbitration Panel to resolve their impasse. Hearings were held in Buffalo, New York on December 27 and 28, 1995 and on January 23, 1996. A stenographic record of the proceedings was made available to Panel members. The Panel met in Executive Session on November 28 and prior to the Hearing on December 27 to discuss the impact of the Eischen Arbitration Award and the Taylor Law's procedural requirements. The Panel determined the CITY was

precluded from presenting its proposals for "at least" the first year because of (a) the Eischen Award, which the Panel had no jurisdiction to alter, and (b) the CITY did not submit its proposals to PERB in its 9/26/95 response to the Interest Arbitration Petition as required under Section 205.5 (b) of the Taylor Law. The CITY disagreed with the Panel's determination. The Panel also directed the parties to brief the issue of a one (1) or two (2) year award herein.

At the Hearings, the Panel received extensive material including Hearing Briefs, seven (7) Joint Exhibits, five (5) CITY and ten (10) PBA Exhibits. The parties were given full opportunity to present argument in support of their positions on the open items, introduce evidence and witnesses, and to engage in their examination and cross-examination. They were given the opportunity to file Post Hearing Briefs and both were postmarked by the agreed upon date of March 5.

Panel members independently reviewed the Exhibits and Hearing transcripts extensively, then met in Executive Sessions on March 4, 19, 21, 25 and 28. The Panel fully discussed the merits of their arguments, the evidence submitted, and structured this AWARD in view of satisfying Section 209.4 (iii through vi) of the Taylor Law as follows:

"(v) the public arbitration panel shall make a just and reasonable determination 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 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 of salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off, and job security.

(vi) the determination of the public arbitration panel shall be final and binding upon the parties for the period prescribed by the panel, but in no event shall such period exceed two years from the termination date of any previous collective bargaining or if there is no previous collective bargaining agreement then for a period not to exceed two years from the date of determination by the panel. Such determination shall not be subject to the approval of any local legislative body or other municipal authority."

A W A R D

ISSUE - ARTICLE XXVI (Term of Contract)

The term of this Agreement shall be from 7/1/95 through 6/30/96.

ISSUE 1 - ARTICLE II, SECTION 2.1, (Salary)

a) Effective 7/1/95, the 1994-95 wage schedule shall be increased by two (2%) percent.

Effective 1/1/96, the wage schedule in effect on this date shall be increased by one (1%) percent.

ISSUE 3 - ARTICLE II, SECTION 2.11, (Night Shift Differential)

DEMAND DENIED.

ISSUE 5 - ARTICLE XI, SECTION 11.1 (b) (Settlement of Disputes)

DEMAND DENIED.

ISSUE 6 - ARTICLE XX, (Group Life Insurance)

- A) A \$25,000 payment upon the death of the insured;
- B) An additional \$25,000 payment if the cause of death is accidental;
- C) A maximum payment of \$10,000 for limb dismemberment according to a schedule of payments in the current policy providing this coverage.
- D) A \$5,000 payment upon the death of the current spouse;
- E) A \$2,500 payment upon the death of each dependent child from age fourteen (14) days to age nineteen (19) years, or to age twenty-three (23) for a full time student.
- F) A waiver of premium and conversion privilege.

These changes are to be effective May 1, 1996 if this insurance coverage is not put out for competitive bid, or June 1, 1996 if coverage is put out for bid.

ISSUE 7 - ARTICLE XXI, SECTION 21.7, (Health and Dental Coverage)

DEMAND DENIED.

ISSUE 8 - ARTICLE XXIII, (Longevity)

Amend Paragraph (A) as follows:

- (A) Effective July 1, 1995, each permanent employee who has completed one (1) year of service shall receive annually, in addition to their salary, seventy-five (\$75) longevity payment for each completed year of service, to a maximum of twenty-five (25) years.

(Note - There is no change in sub-sections (B), (C) and (D).

ISSUE 10 - Education Incentive - (New)

DEMAND DENIED.

ISSUE 11 - ARTICLE XIX, (Uniforms and Equipment)

DEMAND DENIED.

ISSUE 13 - ARTICLE III, SECTION 3.2 (Holiday Pay)

DEMAND DENIED.

INCLUDED AS PART OF THIS AWARD ARE "ADDENDUM A", SUBMITTED BY THE EMPLOYEE ORGANIZATION REPRESENTATIVE, AND A DISSENTING OPINION FILED BY THE EMPLOYER REPRESENTATIVE.

ALL OTHER ISSUES AND DEMANDS BROUGHT UP AS PART OF THESE NEGOTIATIONS ARE HEREBY CONSIDERED NULL AND VOID FOR THE TERM OF THIS AGREEMENT.

STATE OF NEW YORK }
COUNTY OF ERIE } ss:

On this 25th day of April 1996, before me personally came and appeared Samuel Cugalj, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Samuel Cugalj
SAMUEL CUGALJ
Public Panel Member and Chairman
Concurs

Karen R. Kovacevic

KAREN R. KOVACEVIC
NOTARY PUBLIC, State of New York
Qualified in Erie County
My Commission Expires 5/31/98

STATE OF NEW YORK }
COUNTY OF ERIE } ss:

On this day of April 1996, before me personally came and appeared Norman J. Stocker, to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Norman J. Stocker
NORMAN J. STOCKER
Employer Panel Member
Dissents

Carol J. Czyz, Notary

CAROL J. CZYZ
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 4/27/98

STATE OF NEW YORK }
COUNTY OF ERIE } ss:

On this 25th day of April 1996, before me personally came and appeared Robert P. Meegan, Jr., to me known and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Robert P. Meegan, Jr.
ROBERT P. MEEGAN, JR.
Employee Organization Panel Member
Concurs

Marietta Adymy

MARIETTA ADYMY
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 5-98

CHAIRMAN'S OPINION

In determining the preceding AWARD, the Panel did take into account its statutory responsibilities under Section 209.4 of the Taylor Law. For each issue, the discussion below summarizes the positions of the parties and the Panel's rationale.

ISSUE - ARTICLE XXVI, (Term of Contract)

The PBA sought a two (2) year agreement. They argued that since the inception of the Taylor Law, every negotiated or interest arbitration award involving this bargaining unit has been for at least two (2) years. The PBA's initial proposal to the CITY in these negotiations was a two (2) year proposal. Furthermore, the PBA believes the Eischen Award precluded the CITY from advancing its proposals for a two (2) year period.

The CITY's position is that a one (1) year AWARD is most appropriate. They argue that there is a need for the parties to return to the bargaining table as soon as possible, because there are critical issues the CITY needs to discuss with the PBA. A two (2) year award would put off these critical discussions for an additional year, placing additional and unnecessary strain on CITY finances and operations. They interpret the Eischen Award as

denying the CITY from compelling negotiations on their proposals for one (1) year.

A Panel's majority gave greater weight to the need to return to the bargaining table as soon as possible. This is more consistent with the intent of the Taylor Law emphasizing collective bargaining. It is also in the public interest to encourage collective bargaining, where possible, on mutual needs and problems. The CITY's oversight in its untimely response to the PBA's initial proposals should not result in a windfall for the PBA by denying the CITY's proposals for two (2) years. Buffalo, and other municipalities, are undergoing budgetary problems for a variety of reasons. These problems impacts their operations and bargaining units, and to deny the CITY access to collective bargaining for two (2) years is overly harsh. On the other hand, the CITY cannot realistically expect a windfall in terms of having no change in wages/benefits for the PBA. Effective police services are critical to the CITY's quality of life. The maintenance of quality police services stem from a motivated police force. A Panel majority believes it has struck a balance between the competing objectives of the parties.

ISSUE 1 - ARTICLE II, SECTION 2.1 (Salary)

The PBA sought wage increases equal to the cost of living index change plus two (2%), or a six (6%) wage schedule increase, whichever is higher, in each of two (2) years. Their comparable communities include the Towns of Amherst, Cheektowaga, Hamburg, Tonawanda and West Seneca, and the City of Rochester. They believe PBA wages are \$2,200 to \$4,400, on average, below these comparisons. Furthermore, it takes police officers 5 years to reach the maximum wage, while comparable communities take 3.3 years.

The PBA argues the CITY is not filling bargaining unit positions being vacated. The result is a decrease from one thousand forty-one (1,041) police officers in 1988 to current staffing of eight hundred ninety-five (895), directly impacting productivity of the bargaining unit. Meantime, they point out that civilians in the department increased from one hundred thirteen (113) to one hundred thirty-four (134).

The PBA counters the CITY's claim of an inability to pay. They believe Federal aid has increased annually since 1991, and between 1992-94, State aid increased from \$57.1 million to \$63.7 million. However, this is a reality the CITY shares with most communities in the state, including the comparison communities. The PBA believes the CITY's property tax base is not as depressed as alleged, by showing there has been a fifty (50%) increase in the CITY's total assessed valuation over the last ten

(10) year period. The PBA discounts the CITY's predictions of budgetary shortfalls by showing a pattern of similar claims by CITY officials in the past, only to be followed by a positive end-of-fiscal year fund balance.

The CITY offers no salary increase. They argue they are unable to pay such increases because of declining State aid, continuing budget deficits, and declining property tax base. Not only is the property base declining, but forty-five (45%) of CITY property is tax exempt. The CITY depends on property tax revenue to a greater extent than Rochester and Syracuse because the latter two share greater county sales tax revenue. While Buffalo is at 80.2% of its constitutional tax limit, Rochester at 68.3%, and Syracuse at 51.1% of its taxing limit. They argue Buffalo is forced to rely more on property taxes than Rochester and Syracuse because it receives less sales tax revenue. Median 1989 household income in the CITY is \$18,482, Rochester reported \$22,785 and Syracuse at \$21,242.

The CITY's list of comparable communities includes the towns of Amherst, Cheektowaga, Tonawanda and the cities of Rochester, Syracuse, Niagara Falls, and the Erie County Sheriff's Department. The 1994-95 average base wage for PBA members is \$42,979, and including other cash payments increases the average to \$53,528. The CITY believes these averages compare favorably with their comparison group. The maximum base salary in Amherst is \$39,679,

Cheektowaga \$42,229, Tonawanda \$38,625, Rochester \$41,753, Syracuse \$36,484. The CITY maintains PBA base salaries increased ninety-two and six-tenths (92.6%) from 1986-95, while the cumulative CPI increased thirty-seven and nine-tenths (37.9%).

As to the staffing argument of the PBA, the CITY argues they work within their budget, maintaining a ninety-eight (98%) vacancy control rate. From 1984-85, all other departments in the CITY experienced a decline of approximately twenty-four (24%) in the number of employees, while the PBA has experienced a decline of approximately five (5%). The increase in the numbers of civilians in the department is compensating for the reduction of PBA personnel as recommended in the report, *Policing Buffalo in the Nineties*, submitted by the International Association of Police Chiefs ("IAPC"). The CITY argues that their population has declined four and six-tenths (4.6%) since the 1990 census. They believe crime statistics have shown a more favorable, declining pattern.

The Panel recommends using the same wage comparison group recommended by the Prosper Interest Arbitration Panel in 1992, i.e., the cities of Rochester and Syracuse, and the Towns of Amherst, Cheektowaga and Tonawanda. That Panel's rationale is still meaningful and its use provides continuity. Excluding the Town of Tonawanda, which has not settled its 1995 police negotiations, a comparison of total annual pay (base, longevity,

shift differential, etc.) shows that at Step 5, Buffalo is \$3,100 below Rochester, and \$3,300 below the comparison group average. At Step 21, Buffalo is \$4,104 below Rochester, and \$4,185 below the group average. 1995 wage settlements for the comparison group averaged 3.67% (mean) and 4.08% (median). Justification for the wage improvement in this AWARD clearly exists, but is tempered by overall CITY finances.

The work load for police officers has not lightened. While the decrease in the number of police officers is less than the decrease of other CITY department personnel, fewer police officers and continuing high incidents of crime also provide meaningful justification for the changes awarded herein. Latest available crime statistics show a modest decrease in total crime incidents from 1992 to 1993, but the change is too modest to be meaningful. Crime remains high and exceeds Rochester and Syracuse levels. The public's identification of crime as one of its top concern is not surprising. This concern supports the CITY's need to maintain a police force which is highly motivated, trained and responsive to the needs of this community.

The CITY relied heavily on State Aid in the past, and there is little argument that recent trends are not encouraging for the CITY (and other communities). From 1991-95, State aid decreased 19.6%, and Federal aid increased 0.8%.

To its credit, the CITY has been persistent in continuing to encourage housing and retail development. Major new

home construction is advancing in many neighborhoods, and more than 1,000 new homes are planned (Prospectus). From fiscal year ending 6/30/94, taxable property increased \$8.3 million (State Comptroller Report). Full valuation increased from a 1993-94 fiscal year reassessment of \$6.8 billion to \$7.8 billion for 1995-96 (Prospectus). While not reflecting dynamic growth, it does reflect modest growth in property values.

"In recent years, sales tax revenue in the Buffalo area has grown at a higher rate than the rest of the State due to the increase of Canadian trade and Western New York shopping" (Prospectus). Earlier this year, it was reported that the CITY's portion of 1995 County Sales Tax revenue was \$50 million, an increase of approximately \$800,000 over anticipated revenue. The City School District received \$25 million, separate from the CITY's share.

The Panel took note of the CITY's showing that cumulative police wage increases have outpaced the cumulative CPI over a ten (10) year period. However, this data must be tempered by the starting point 10 years ago. More importantly, though, is how police wages compare presently.

Some budgetary data presented by parties represents a snapshot in time, as funds are routinely transferred to and from accounts in the normal course of business. With that in mind, it is noted that the CITY paid \$2.3 million less for the PBA's 1995-96 pension

costs than were budgeted. Unreserved/undesignated funds in the budget were estimated between \$1 million - \$2.9 million. The current budget funded 919 officers, while staffing is at 898. No increase in staffing is planned for this budgetary year. Finally, the wherewithal for funding the AWARD can be realized by canceling other unnecessary expenditures that need not be made or by reallocation of budget lines and expenditures. It is acknowledged that some police budget accounts exceed funded amounts, but these are subject to management's control. However, strong budgetary/financial controls by CITY officials resulted in positive general fund balances of \$10 million (6/30/95), \$13.3 million (6/30/94) and \$7 million (6/30/93). A Panel majority was encouraged by this pattern. This AWARD will not disturb this regularity. While the financial environment is challenging, the CITY has the wherewithal to fund this AWARD. It is very much in the public interest to maintain a motivated police force, and the changes herein are important to that desired objective.

The change in wages is an effective two and one-half (2.5%), with an estimated cost of \$986,715. With the FICA roll-up approximately \$75,484, the combined increased cost is 2.69%. The CPI for the Buffalo area was 2.9%.

ISSUE 6 - ARTICLE XX, (Group Life Insurance)

The PBA seeks to improve current life insurance coverage for police officers from \$5,000 to \$50,000; an additional \$50,000 for accidental death; spouse coverage from \$5,000 to \$10,000; child insurance from \$1,000 to \$5,000; and \$10,000 for limb dismemberment.

The CITY's pleads an inability to pay.

A Panel majority believes the PBA were not competitive in this area. Given the nature of police work, the forward cost of this benefit, and modest cost for benefits received, the AWARD is a needed improvement. Estimated cost is \$76,571, or 0.19% of payroll. Competitive bidding should be effective in keeping the additional cost to a minimum.

ISSUE 8 - ARTICLE XXIII, (Longevity)

The PBA seeks to improve its current longevity schedule by adding a new step one (1) full year of service at \$100.00.

The CITY's position is an inability to pay.

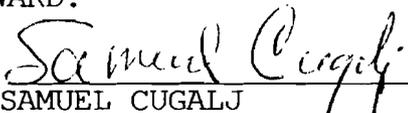
A Panel majority supported a reduced longevity improvement from the original PBA demand because they were not competitive with

the comparison group. After six (6) years, Buffalo police officers received \$275 less annually, and by the twentieth (20) year, Buffalo was \$320 less than the comparison group. Additional cost of this change improvement is estimated at \$383,285, or 0.97% of payroll.

OTHER DEMANDS

The following demands were also presented to the Public Arbitration Panel by the PBA, and were examined, evaluated and denied: Night Shift Differential, Settlement of Disputes, Optical Plan-New, Education Incentive, Uniforms and Equipment, Holiday Pay. While some of these demands had merit, overall it was inappropriate to include them as part of this AWARD.

April 25, 1996
Buffalo, New York



SAMUEL CUGALJ
CHAIRMAN AND PUBLIC PANEL MEMBER

cc: Richard A. Curreri, Director of Conciliation, PERB
Charles Leonard, Supervising Mediator, Buffalo PERB

STATE OF NEW YORK
COUNTY OF ERIE

I, Samuel Cugalj, do hereby affirm upon my oath as Arbitrator, that I am the individual described in and who executed the enclosed instrument, as Chairman of this Interest Arbitration Panel, on April 25, 1996.



Arbitrator

4/25/96

Date

ADDENDUM "A"

	2%	Hour Rate	1%	Hour Rate
	7/1/95	7/1/95	1/1/96	1/1/96
Police Officer Step 1	31,477.40	16.16	31,792.18	16.32
Police Officer Step 2	34,243.74	17.58	34,586.17	17.75
Police Officer Step 3	37,015.09	19.00	37,385.24	19.19
Police Officer Step 4	39,783.11	20.42	40,180.94	20.63
Police Officer Step 5	42,557.78	21.85	42,983.35	22.07
Detective	44,113.36	22.65	44,554.49	22.87
(Assist. Radio Dispatcher & Police Photographer)	45,627.25	23.42	46,083.52	23.66
Detective Sergeant	46,138.55	23.69	46,599.93	23.92
(Police Lieutenant & Polygraph Examiner)	49,276.30	25.30	49,769.07	25.55
(Assist.Chief of Detectives, Chief of Administrative Serv., & Police Instructor)	52,753.82	27.08	53,281.36	27.35
(Chief Homicide & Police Captain)	56,456.14	28.98	57,020.70	29.27
(Chief of Detectives, & Police Inspectors)	62,123.75	31.89	62,744.99	32.21

**PUBLIC EMPLOYMENT RELATIONS BOARD
STATE OF NEW YORK**

**In the Matter of the Interest
Arbitration**

-between-

CITY OF BUFFALO

-and-

**BUFFALO POLICE BENEVOLENT
ASSOCIATION, INC.**

**CASE NO.
IA 95-020
M95-165**

ARBITRATION PANEL:

**Samuel Cugalj, Chairman and Public Panel Member
Norman J. Stocker, Public Employer Panel Member
Robert P. Meegan, Jr., Employee Organization Panel Member**

The undersigned, Norman J. Stocker, (the Pubic Employer Panel Member in the above-entitled interest arbitration), strongly dissents from the Opinion and Award as set forth and signed by Chairman, Samuel Cugalj, and Employee Organization Panel Member, Robert P. Meegan, Jr.

The majority panel members decided that their obligation was, pursuant to Civil Service Law, Section 209.4(c), to compare wages and hours and conditions of employment of City of Buffalo Police Officers to other employees performing similar services in police departments in Rochester, Syracuse, the Towns of Amherst, Cheektowaga and Tonawanda.

The majority awarded an increase in salary over a one (1) year period (07/01/95 through 06/30/96) of three percent (3%). The majority's rationale is, that despite the fact the

cumulative police wage increase have outpaced the cumulative CPI over a ten (10) year period, the City's police officers remain underpaid.

An analysis of the PBA's exhibits shows that the average base salary for the five (5) comparison departments in year five (5) of employment is \$39,754.00. The salary for a five (5) year City of Buffalo police officer is \$41,723.00. The average base pay including base salary, longevity and shift differential for the five (5) comparison departments in the fifth (5th) year of employment is \$40,258.00. The City's police officer employees earn \$41,880.00. Even in the tenth (10th) year of employment, the average base pay (with longevity and shift differential) of five (5) comparison departments is less than that of the City's employees. The average for the comparison group is \$40,707.00, while the City's employees receive \$42,072.00.

The argument that Buffalo police officers are underpaid has been asserted by three prior interest arbitration panels. Each interest arbitration panel awarded significant increases in compensation so as to achieve pay levels comparable to the departments with which Buffalo is compared. Currently, in addition to exceeding the average compensation of the five (5) comparables, Buffalo police officers work fewer hours in the course of a year. The annual average number of hours worked by the five (5) comparison departments is 2,015. Buffalo Police Officers work no more than 1,948 hours in a year.

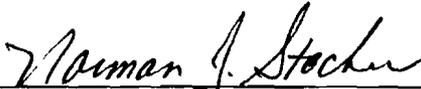
The majority panel members also failed to take note of the fact that while 1995 wage settlements for the comparison group averaged 3.67% (mean) and 4.08% (median), the management participants in those groups had the benefit of submitting contract proposals ultimately considered by their respective interest arbitration panels. The City was precluded by this Panel from such opportunity. This interest arbitration proceeding exemplifies the eventual elimination of interest arbitration, in its present form, in New York State.

The PBA brought to mediation six proposals all but one seeking increase in compensation and benefits. The City's proposals were refused upon filing with the PBA. There were no negotiation sessions between the parties as the PBA refused to discuss any City proposals even before an arbitrator found them to have been untimely served upon the PBA. After filing for impasse, the PBA and the City meet for two sessions of mediation at which the City refused to agree to a five percent (5%) increase in compensation and benefits and the PBA refused to consider the City's proposals. The PBA then moved to interest arbitration.

This interest arbitration award should be taken notice by all public employees in New York State who should undertake lobbying for an end to the present form of interest arbitration. This charade to the collective negotiations process was never intended under the Taylor Law.

For these reasons, I respectfully dissent from the entire opinion and award.

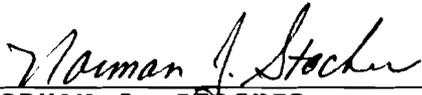
Dated: Buffalo, New York
April 24, 1996



NORMAN J. STOCKER
Public Employer Panel Member

For these reasons, I respectfully dissent from the entire opinion and award.

Dated: Buffalo, New York
April 24, 1996



NORMAN J. STOCKER
Public Employer Panel Member