

NEW YORK STATE EMPLOYMENT RELATIONS BOARD

In the matter of the interest
arbitration between,

THE CITY OF SARATOGA SPRINGS,
Employer,

-and-

THE SARATOGA SPRINGS POLICE BENEVOLENT
ASSOCIATION,

Union.

OPINION AND AWARD

PERB CASE NO.

IA96-041

M96-388

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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Before the following Public Arbitration Panel:

Chairperson: Michael S. Lewandowski
Chairman

Member: Edward W. Guzdek
Employee Organization Panel Member

Member: James W. Roemer, Jr., Esq.
Public Employer Panel Member

CONCILIATION

Appearances:

For the City: Jeffrey S. Hartnett, Esq.

For the PBA: Edward J. Fennell

On March 19, 1997, the Patrolmen's Benevolent Association of the City of Saratoga Springs ("PBA") filed a petition for compulsory interest arbitration with the New York State Public Employment Relations Board ("PERB"). The City of Saratoga Springs ("City") and the PBA had reached impasse in their negotiations for a successor Agreement to the Memorandum of Agreement ("MOA") extending the Collective Bargaining Agreement between the parties. The MOA expired on December 31, 1996.

In accordance with Section 209.4 of the Civil Service Law, the undersigned were designated as the Public Arbitration Panel members by letter dated May 12, 1997 from PERB. The panel met and conducted a hearing in the City of Saratoga Springs on August 20, 1997 and August 27, 1997. The panel met in executive session in Albany, New York on October 2, 1997 and October 8, 1997.

At the hearing, the parties 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 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 the deliberations of the panel and resulted in a unanimous consent award.

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.

There was unanimous agreement that the duties performed and the responsibilities assumed by the members of the PBA are consistent with those performed by employees who hold the title of Police Officer and associated titles in the jurisdictions offered by the parties for consideration for comparison by the panel.

The panel, with the concurrence of the parties, agreed to adopt the following as its consent award in this matter.

AWARD

SALARY: Effective January 1st of each year specified below, salaries will be increased as follows.

1997	0 percent
1998	3 percent
1999	3 percent

HEALTH INSURANCE: Effective January 1, 1998, the current Blue Shield Health Plan will be replaced by the Blue Shield Now Flex Plan. All employees and retirees currently enrolled in the Par Plus will have the option in December, 1997, to change enrollments to an existing HMO or transfer to the Health Now Flex Plan effective January 1, 1998.

LONGEVITY: The existing longevity schedule will be increased by \$600.00 in each category effective December 1, 1997. The longevity increase for 1997 will be a flat \$600.00 payment to be made in December, 1997. Effective January 1, 1998, the longevity increase awarded herein will be included as part of salary for the purpose of overtime computation.

SHIFT DIFFERENTIAL: Effective January 1, 1998, bargaining unit members assigned to work the 4:00 p.m. to midnight shift will receive a \$.20 per hour shift differential. Bargaining unit members assigned to work the midnight to 8:00 a.m. shift will receive a \$.30 per hour shift differential.

Effective January 1, 1999, bargaining unit members assigned to work the 4:00 p.m. to midnight shift will receive an additional \$.20 shift differential. Bargaining unit members assigned to work the midnight to 8:00 a.m. shift will receive an additional \$.30 per hour shift differential.

It is understood that for those individuals permanently assigned to the afternoon and midnight shift, the shift differential will be paid for both time worked and scheduled time off with pay (vacation, personal leave, sick leave, etc.). Bargaining unit members who are assigned to work those shifts on a temporary basis will be paid the shift differential for time actually worked.

