

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD  
INTEREST ARBITRATION PANEL

THE PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED

MAY 28 1998

---

In the Matter of the Arbitration :  
between :  
THE CITY OF NIAGARA FALLS, :  
Public Employer, :  
-and- :  
THE NIAGARA FALLS POLICE CLUB, INC., :  
Employee Organization. :  
PERB Case No. IA97-006; M96-426 :  
:

---

**CONCILIATION**

**OPINION**

**AND**

**AWARD**

BEFORE: Jeffrey M. Selchick, Esq.  
Public Panel Member and Chairman

William C. Caso, Vice-President, Police Club  
Employee Organization Panel Member

David A. Fabrizio, Director of Human Resources  
Employer Panel Member

APPEARANCES:

For City of Niagara Falls:

Robert P. Merino, Jr., Esq., Corporation Counsel  
by Christopher M. Mazur, Esq., of Counsel

For Niagara Falls Police Club, Inc.:

DeMarie & Schoenborn, P.C.  
by Anthony J. DeMarie, Esq., of Counsel

Pursuant to the provisions contained in Section 209.4 of the Civil Service Law, the undersigned Panel was designated by the Chairperson of the New York State Public Employment Relations Board, to make a just and reasonable determination of a dispute between the City of Niagara Falls ("City") and the Niagara Falls Police Club ("Police Club").

#### BACKGROUND

The City of Niagara Falls consists of 14 square miles, and is the tenth most populated of the 61 cities within New York State. The City, listed in the 1990 census as having a population of over 61,000 people, is the largest of the 3 cities located in Niagara County. The City is also unique in that it is situated on and contains within the famous "Niagara Falls" which remains an extremely popular year round tourist attraction. It also provides an entrance into Canada, which generates and results in significant traffic both entering and leaving the United States.

The Niagara Falls Police Club is the certified bargaining agent for all Police Officers and Investigators employed by the City, exclusive of Lieutenants and Captains.<sup>1</sup> There are approximately 130 members of the bargaining unit.

---

<sup>1</sup> While employees in Dispatcher titles are part of the bargaining unit, they are not subject to or entitled to the benefits of this Interest Arbitration Award.

The last collective bargaining agreement between the parties covered the period which commenced January 1, 1995 and ended December 31, 1996 (Joint Exhibit 4).

The parties subsequently entered into negotiations for a successor contract in 1996, but such negotiations were unsuccessful, and in February 1997 the parties reached impasse.

Subsequent mediation by a PERB Mediator was unsuccessful, and on May 9, 1997, the Police Club filed a Petition for Interest Arbitration (Joint Exhibit 1) pursuant to Section 209.4 of the Civil Service Law.

The City filed a Response to said Petition on May 27, 1997 (Joint Exhibit 2), and thereafter, on September 23, 1997 the undersigned Public Arbitration Panel was designated by the Public Employment Relations Board (Joint Exhibit 3), acting pursuant to Section 209.4 of the NYS Civil Service Law.

Arbitration hearings were conducted before the undersigned Panel at the Niagara Falls Convention Center in Niagara Falls, on March 31 and April 1, 1998. At the arbitration, both parties were represented by Counsel and had other representatives present. Both parties submitted numerous exhibits and documentation, and both parties presented argument on their respective positions.

During the course of the hearing process, the parties were able to reach agreement on the terms to be included in this Interest Arbitration Award. Thereafter, the undersigned Panel

met in Executive Session, and reviewed all data, evidence, argument and issues. After discussion and deliberations at the Executive Session, the Panel members reached unanimous agreement on this Interest Arbitration Award.

The parties extended the jurisdiction of the Panel and requested that a three year Award be issued. Set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the parties' contract for the period commencing January 1, 1997 and ending December 31, 1999.

In arriving at the determinations herein, the Panel has specifically considered the following criteria, as specified in Section 209.4 of the Civil Service Law:

a) comparison of the wages, hours and conditions of 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 interests 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 and 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 for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

**INTEREST ARBITRATION AWARD**

1. Term of Award

3 year term, commencing 1/1/97 and ending 12/31/99.

2. Wages

3% effective 1/1/97

3% effective 1/1/98

4% effective 1/1/99

3. Briefing Time

Effective 10 calendar days from the Date of this Award, all bargaining unit members shall be paid for 15 minutes prior to the commencement of each shift; to be paid at the rate of time and one-half and only paid for actual days worked.

4. Vacation Cash Conversion

Effective 8/1/98, a bargaining unit member may request vacation cash conversion during the month of August of the preceding year.

A bargaining unit member may convert into cash up to two (2) weeks of vacation time provided the employee uses the same number of weeks (subject to maximum of 2) for which he/she is requesting conversion.

If a bargaining unit member converts vacation time into cash and subsequently does not take the equal amount of time off in actual vacation, he/she will not be able to carryover those weeks into the next year.

Vacation cash conversion will be paid during the month of July.

5. Vacation Accumulation

Effective on the Date of this Award, an employee may accumulate a maximum of sixteen (16) weeks of unused vacation time.

Section 9.03 of the Agreement shall be so amended.

---

6. Uniform Allowance

Effective 1/1/98, in January of each year, in addition to the uniform allowance of \$500 per year provided pursuant to Section 6.14 of the Agreement, all uniformed personnel shall be given a \$200 line of credit each, to be used for the purchase of uniforms.

Section 6.14 of the Agreement shall be so amended.

7. Exchange of Work Days

Effective 10 calendar days from the Date of this Award, a bargaining unit member shall be permitted to exchange or swap days off with other members assigned to the same shift, with the approval of the Shift Commander. Such approval shall not be unreasonably withheld. Further, this exchange or swap shall not result in overtime, additional time off or any additional compensation.

8. Payment of Sick Leave Upon Separation From Service

Effective on the Date of this Award, Section 9.08(A) of the Agreement is amended to replace the sliding scale of 20%, 40% and 60% with a flat 50% rate at time of termination of service. There is no cap on the maximum number of sick leave days which can be paid upon termination of service.

9. Jury Duty

Effective on the Date of this Award, when a bargaining unit member is summoned to report for jury duty, the officer will be excused from work with pay. The officer who reports for jury duty shall not be required to work for the eight (8) hours prior to the beginning of jury duty and for the eight (8) hours after the jury service. All jury service per diem fees shall be remitted to the City.

10. Additional Compensation for Detectives

Effective 1/1/98, the additional annual compensation of \$750 paid to officers assigned to the Criminal Investigation Division (CID) and the Criminal Intelligence Unit (CIU) as detectives, shall be paid as a lump sum payment in January of each year. No other change is made to detective stipend which is provided under Section 6.13(2) of the Agreement.

11. Honor Guard

Bargaining unit members who serve on the Honor Guard Detail and perform services while off duty shall receive compensatory time at the rate of time and one-half for such services performed.

12. Health Insurance

The City's Health Insurance Proposal dated 6/23/97 is adopted, subject to the following modifications:

A. For new employees hired on or after the Date of the Award:

1. For the first six (6) months of employment, he/she will be required to pay 25% of the monthly health insurance premium. No contribution will be required after the completion of six (6) months of employment.

2. The current Blue Cross/Blue Shield Traditional Plan and the Traditional Alternative Plan will not be available.

3. Available health insurance options are the City Sponsored Traditional Plan, the City Sponsored PPO (HMO) Plan, Choice Care Plan, Independent Health Gold Plan and the Community Blue Option 1 Plan.

B. For employees hired before the Date of the Award:

1. May elect to remain in the current Blue Cross/Blue Shield Traditional Plan but will be required to pay 15% of the monthly health insurance premium.

13. Preparation of 1997-99 Agreement

The 1995-96 Agreement shall be amended to reflect the terms of this Interest Arbitration Award and shall be reproduced as the 1997-99 Agreement, for distribution to all interested parties.

14. Remaining Issues

All other terms of the 1995-96 Agreement are continued unless modified herein. Any proposals and/or items other than those specifically modified by this Award are hereby rejected.

  
\_\_\_\_\_  
JEFFREY M. SELCHICK, ESQ.  
Public Panel Member and Chairman

5/26/98  
Date  
Of Award

Concur

  
\_\_\_\_\_  
WILLIAM C. CASO  
Employee Organization Panel Member

5/8/98  
Date

Concur

  
\_\_\_\_\_  
DAVID A. FABRIZIO  
Employer Panel Member

5/8/98  
Date

STATE OF NEW YORK )  
COUNTY OF ALBANY )

ss.:

On this 26th day of MAY 1998 before me personally came and appeared Jeffrey M. Selchick, Esq., to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

CATHY L SELCHICK  
Notary Public STATE OF NEW YORK  
NO. 4830518  
QUALIFIED IN ALBANY COUNTY  
COMMISSION EXPIRES NOVEMBER 30, 1999

STATE OF NEW YORK )  
COUNTY OF )

ss.:

On this 8th day of May 1998 before me personally came and appeared William C. Caso, to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

JANICE A. CENTOFANTI  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN NIAGARA COUNTY  
MY COMMISSION EXPIRES 5/31/98

  
Notary Public

STATE OF NEW YORK )  
COUNTY OF )

ss.:

On this 8th day of May 1998 before me personally came and appeared David A. Fabrizio, to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

JANICE A. CENTOFANTI  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN NIAGARA COUNTY  
MY COMMISSION EXPIRES 5/31/98

  
Notary Public