

**BEFORE THE NEW YORK STATE  
PUBLIC EMPLOYMENT RELATIONS BOARD**

**IN THE MATTER OF THE** :  
 :  
**INTEREST ARBITRATION BETWEEN** :  
 :  
**THE CITY OF SYRACUSE** :  
 :  
 :  
**-and-** :  
 :  
**SYRACUSE POLICE BENEVOLENT** :  
**ASSOCIATION** :  
 :

**OPINION AND AWARD**

**PERB CASE NO.:**  
**IA98-012; M97-387**

STATE EMPLOYMENT RELATIONS BOARD  
SYRACUSE, NY

FEB 04 1999

**BEFORE:**

**CUNCILIATION**

**PUBLIC PANEL MEMBER AND CHAIRPERSON:**

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**PRELIMINARY STATEMENT**

The City of Syracuse (hereinafter, "City") and the Syracuse Police Benevolent Association (hereinafter, "PBA") are signatories to a Collective Bargaining Agreement which commenced on January 1, 1993 and terminated on December 31, 1997. Prior to the expiration of said contract the parties engaged in collective negotiations concerning a new contract. However, they were unsuccessful and on April 16, 1998, the PBA petitioned the New York State Public Employment Relations Board ( hereinafter, "PERB") for the appointment of a compulsory interest arbitration panel.

On May 15, 1998, PERB, pursuant to Section 209.4 of the New York State Civil Service Law, designated the above Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute existing between the City and the PBA.

A hearing was held in Syracuse, New York, on July 22, 1998, at which time both parties were represented by Counsel. After the receipt of post hearing briefs the Panel met in executive session on five separate occasions: October 2, 13, and 22, November 13, and December 1, 1998.

The Panel, in arriving at a just and reasonable determination of the matters in dispute, considered the following:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with 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.

### **BACKGROUND**

The City is located in the approximate geographic center of the State of New York.

In addition to the 506 police officers represented by the PBA, the terms and conditions of employment that are at issue in this interest arbitration, the City employs 400 firefighters and an additional 902 union represented employees, all of whom are divided into ten collective bargaining units. The City also employs 1,869 non-union represented employees.

The PBA, by step or rank and salary level, is as follows:

**TABLE 3**

#### **Syracuse Police Department - Personnel Roster**

<u>Police Officer</u>	<u>Salary</u>	<u>No. Officers</u> (As of 7/16/98)
Entry Level	\$25,685	14
Step 1	\$32,194	22
Step 2	\$35,304	22
Step 3	\$36,473	43
Step 4	\$37,629	37
Step 5	\$39,082	<u>259</u> (397)
Sergeant	\$43,018	76
Lieutenant	\$46,948	21

Captain	\$50,888	12
Inspector	\$55,474	<u>1</u>
		(110)
	Total=	507

**WAGES**

**Current Contract Provision**

Police Officer	
Entry Level	\$25,685
Step 1	\$32,194
Step 2	\$35,304
Step 3	\$36,473
Step 4	\$37,629
Step 5	\$39,082
Police Sergeant	\$43,018
Police Lieutenant	\$46,948
Police Captain	\$50,888
Police Inspector	\$55,474

**PBA's Proposal**

Effective 1/1/98, increase all base salary by 10%, plus (10%) cash bonus, payable on 1/1/98, effective 1/1/99, increase all 1998 base salaries by an additional 10%, plus (10%) ten percent cash bonus, payable on 1/1/99.

In each year of the contract there shall be a minimum differential between all ranks, to be discussed as negotiations progress.

**City's Response**

Wage freeze.

**PBA's Position**

Financial consultant, Edward Fennell, testified extensively concerning the City's financial ability to pay the PBA's demands. Mr. Fennell pointed out that for the fiscal year ended June 30, 1997, the City recorded an operating surplus of \$5,545,985 in their general fund. The total fund balance was \$3,927,271 of which \$1,264,221 was classified as unreserved and designated for use in the 1997-98 budget, and \$2,438,359 unreserved and undesignated.

Mr. Fennell testified that the City's financial problems are caused by the City's reluctance to raise real property taxes. Reasonable tax increases will, according to Mr. Fennell, result in financial stability for the City as well as generating the necessary resources to meet all the PBA's salary and other economic demands.

The PBA presented statistical data to compare the salaries of their members to the salaries of police officers in jurisdictions bordering the City of Syracuse. They also compared their salaries to the salaries paid to police officers in cities within the state that have a population compliment ratio similar to that of Syracuse: the Cities of Albany, Buffalo, and Rochester.

According to the PBA, the salaries of their members fall substantially behind wages paid to police officers in surrounding jurisdictions as well as the salaries paid to the police officers in the Cities of Albany, Buffalo, and Rochester.

**City's Position**

The City contends that it lacks the financial resources to pay for any salary or benefit increases. Except for the 1% wage increase granted for the period commencing January 1, 1998, and ending June 30, 1998, the City has imposed a wage freeze on all of its employees until at least June 30, 1999. The City's 1998-99 budget contained general fund appropriations in an amount of

\$130,291,770. However, general fund revenues equaled \$109,454,293, resulting in a revenue shortfall of \$20,837,477. In order to balance the budget the City was required to raise revenue by assessing the City's real property owners.

According to the City, in each of the past twelve years the City's real property tax assessment base has declined.

The City contends they will be forced to raise taxes, even without considering the demands of the PBA, simply to maintain the status quo.

The City's largest revenue source comes from its share of the County's 3% sales tax. This single source of revenue represents over 40% of the current general fund revenues, other than real property taxes.

Pursuant to a formula established by the Onondaga County Legislature in 1990, the City's share of the County 3% sales tax will be reduced by .85% (of the 1990 Onondaga distribution rate - 34.39%) each year until it reaches approximately 25% of the total sales tax collected by the County in the year 2001. This results in a reduction of the City's sales tax receipts in the approximate amount of 3% of the City's overall sales tax receipts for the prior year.

In the past five years, the City's sales tax receipts, measured as a percentage of the general fund revenues, has declined by almost 8%.

According to the City, for the fiscal year 1998-99 the City did not maintain any reserves from prior years in order to balance its budget.

The City stated that for the first time in recent history their credit rating received a "negative outlook." Additionally, the City has been forced to borrow money to address its cash flow deficits and to enable the City to pay its bills (payroll included).

The City contends that this Panel should only consider upstate New York cities as comparable communities. The City argues that they should not be compared to surrounding municipalities for the following reasons:

“First, the City is saddled with a financially dependent school district - towns and villages are not. As a result, the towns and villages are not required to make appropriations to eliminate school district budgetary deficits. Second, the City provides water, sewer, public works (including garbage pickup), street maintenance and public safety (both police officers and firefighters). Initially, for the most part, water is supplied to surrounding towns and villages through the Onondaga County Water Authority. Second, garbage is picked up by independent waste contractors. Therefore, the towns and villages do not incur expenses related to water and garbage pickup. Third, generally, towns and villages do maintain a highway department which maintain its streets. This is the only accurate financial comparison between the City and towns and villages. Fourth, some surrounding towns and villages do maintain a police force. However, the size of these police forces are generally smaller in comparison with that maintained by the City. Fifth, most, if not all, surrounding towns and villages maintain a volunteer fire department. Therefore, the costs associated with a fire department are not borne by the towns and villages. The city, however, does maintain and pay for all expenses associated with the operation of its fire department.” (See City’s brief Page 18)

### **Discussion on Salary**

The City and the PBA were unable to agree on comparable jurisdictions for this Panel to consider in arriving at its determination. The City did not submit any specific salary comparisons but rather relied on their lack of resources and on a declining tax base to attempt to persuade the Panel to freeze wages similar to the wage freeze imposed on all City employees for fiscal year 1998-99. The City also argued that if this Panel were to consider any salary comparisons for purposes of

awarding a wage increase, they should consider upstate Cities of the same geographic size, facing similar demographic problems, and not surrounding towns and villages.

This Panel agrees with the City that not all of the towns and villages surrounding the city presently face the same problems, budgetary or otherwise, as that of the City of Syracuse. However, the Cities of Albany, Rochester, and Buffalo are geographically similar to the City of Syracuse and are experiencing similar difficulties as that of the City, and therefore, are proper communities to examine for purposes of comparison. The following chart submitted by the PBA illustrates how Syracuse police personnel's hourly rate ranks in comparison to police officers working in the Cities of Albany, Buffalo and Rochester:

**SALARIES - HOURLY RATE  
CITIES**

UNIT	1997	1998	1999
ALBANY			
STARTING	16.29	16.29	16.95
5TH YEAR	20.36	20.36	21.18
TOP	20.36	20.36	21.18
SERGEANTS TOP	23.19	23.19	24.12
BUFFALO			
STARTING	17.48	17.48	17.48
5TH YEAR	23.63	23.63	23.63
TOP	23.63	23.63	23.63
SERGEANTS TOP	25.62	25.62	25.62
ROCHESTER+			
STARTING	12.95	12.95	12.95
5TH YEAR	21.97	22.62	22.62
TOP	21.97	22.62	22.62
SERGEANTS TOP	25.14	25.90	25.90
SYRACUSE			
STARTING	13.21	13.21	13.21
5TH YEAR	20.10	20.10	20.10
TOP	20.10	20.10	20.10
SERGEANTS TOP	22.12	22.12	22.12

<b>*AVERAGE STARTING SALARY</b>			
STARTING	15.57	15.57	15.79
5TH YEAR	21.99	22.20	22.47
TOP	21.99	22.20	22.47
SERGEANTS TOP	24.65	24.90	25.21
<b>SYRACUSE SALARY</b>			
STARTING	13.21	13.21	13.21
5TH YEAR	20.10	20.10	20.10
TOP	20.10	20.12	20.10
SERGEANTS TOP	22.12	22.12	22.12
<b>DIFFERENTIAL</b>			
STARTING	-17.86%	-17.86%	-19.53%
5TH YEAR	-9.40%	-10.44%	-11.79%
TOP	-9.40%	-10.44%	-11.79%
SERGEANTS TOP	-11.43%	-12.56%	-13.96%

The above table, as well as other statistical data submitted by the PBA, clearly demonstrate that the City's police officers are being paid substantially below that of the comparable Cities of Albany, Rochester, and Buffalo.

Even if this Panel were to disregard the City of Albany and compare Syracuse with the Cities of Buffalo and Rochester, we find that Syracuse police personnel are still paid substantially less than police officers employed by the Cities of Buffalo and Rochester.

However, the evidence demonstrates that the City has limited resources to fund all of the PBA' proposals.

This Panel recognizes that the City, by prudent budget control, has been able to contain real property tax increases even in the face of a declining tax base. However, good fiscal management can not be achieved at the expense of the City's police department. Police personnel provide an

essential public service to the community for which the residents of the City must be prepared to support.

The City acknowledges that they employ a superior police force “whose level of professionalism displayed . . . is unparalleled. As the police officers continually interact with citizens, they portray the City of Syracuse in a positive light. The City further recognizes the inherent danger associated with the duties of a police officer.” (See City’s brief, preamble page)

If the City intends on maintaining its superior police force, then they must, at a minimum, be willing to find the resources necessary to fund a reasonable wage increase and one which will not result in a City of Syracuse police officer ranking even lower on the wage scale of comparable communities, particularly the Cities of Buffalo and Rochester. The City may be required to reassess their fiscal priorities if they are unwilling to raise taxes in order to fund any award found to be appropriate by this Panel.

This Panel is not persuaded that a wage freeze is in order similar to the wage freeze imposed on other City employees. The inherent danger associated with police work and the daily responsibilities required of a police officer, to protect and serve the general public, set police personnel apart from other municipal employees.

This Panel after carefully studying the wage comparisons submitted, assessing the hazards of employment of a City police officer with other municipal employees and analyzing the financial resources of the City is persuaded that a reasonable adjustment to wages and benefits would be proper for this Panel to award.

Therefore, this Panel makes the following:

**AWARD**

3% per annum retroactive to January 1, 1998

2% effective January 1, 1999

2% effective July 1, 1999

**NIGHT SHIFT DIFFERENTIAL**

**Current Contract Provision**

Twenty centers (\$.20) per hour

**PBA's Proposal**

(5th line - seeking to add - the night shift differential to also be paid for bonus days as well as current vacation and personal leave days.

Seeking to delete language requirement that "the officer . . . in question."

Effective 1/1/98 increase night differential to 10% of base salary.

Effective 1/1/99, increase night differential to 15% of base salary.

**City's Response**

No change in current contract language.

**PBA's Position**

The PBA contends that officers assigned to work the night shift receive less of a pay differential than most of their police counterparts throughout the state. The rationale for a night shift differential is because of the inconvenience of having to work during the evening hours and because the workload is the heaviest due to the high crime rate occurring during the evening shift.

The PBA submitted the following schedule to support its demand for an increase in the night shift differential:

**SHIFT DIFFERENTIAL**

<b>UNIT</b>	<b>DIFFERENTIAL</b>
BUFFALO	.15¢/per hour
ROCHESTER	.60¢/per hour

**City's Position**

The City opposes any change to the current contract language claiming the City does not have adequate resources to fund any increases in current benefits.

**Discussion**

An increase in night shift differential was of paramount concern to the PBA. In fact, two of our five executive sessions was devoted almost exclusively to the PBA's desire to provide for some increase in the payment of a night shift differential. The Panel discussed several alternatives for a salary and benefit package which included an increase in the night shift differential. However, the final package this Panel determined to be appropriate did not contain any adjustment for the wage differential paid to police personnel for night shift work.

**VACATION**

**Current Contract Provision**

ROTATING WHEEL SCHEDULE

PRE '77

1-4 - 16 days  
5-9 - 17 days  
10-14 - 20 days  
15+ - 23 days

POST '77

1-4 - 15 days  
5-14 - 17 days  
15+ - 22 days

NON-ROTATING WHEEL SCHEDULE

PRE '77

1-4 - 14 days  
5-14 - 20 days  
15+ - 23 days

POST '77

1-4 - 15 days  
5-14 - 18 days  
15+ - 23 days

1-4 - 16 days  
5-9 - 17 days  
10-14 - 20 days  
15+ - 23 days

1-4 - 15 days  
5-14 - 18 days  
15+ - 23 days

**PBA's Proposal**

Delete in entirety:

Implement new schedule as follows:

0-9 years- 20 Days  
10-14 years- 25 Days  
15+ years- 30 Days

**City's Response**

No change in current contract language.

**PBA'S Position**

The PBA's proposal is to delete the entire difference between pre and post 1977 police officers.

According to the PBA, all City employees, including CSEA, ARFF, Local 400, Foremen, Skilled Traders, Mid-Managers, receive a total of 434 days of vacation based on a twenty year career. The Syracuse City police officers, however, receive only 378, 394, 362, and 378 (depending on where officers are on the wheel) days of vacation based on a twenty year career.

The PBA also submitted the vacation schedule for the Cities of Albany, Buffalo, and Rochester to illustrate that a Syracuse police officer does not receive comparable vacation benefits.

**City's Position**

The City contends that they do not have the financial resources to change the present vacation schedule. Any increase in vacation benefits represents an additional cost to the City which they assert they can not afford.

**Discussion**

This Panel has carefully considered the current vacation schedule with communities determined to be comparable, as well as vacation benefits granted other City employees. The Panel, concluded that a uniform schedule granting the same vacation benefits regardless of a police officer's seniority date is appropriate. We, therefore, make the following:

**AWARD**

Effective January 1, 1999, all Syracuse City police officers, regardless of their seniority date, will receive the following vacation benefits:

1-4 years	- 15 days
5-9 years	- 18 days
10-14 years	- 20 days
15-20 years	- 25 days

**PERSONAL LEAVE DAYS**

**Current Contract Language**

3 days per year

**PBA's Proposal**

Effective 1/1/98 - 5 PL days  
Effective 1/1/99 - 7 PL days

**City Response**

No change in current contract language.

**PBA's Position**

The PBA is requesting an increase in personal leave days claiming the current leave is inadequate for a police officer to attend to his or her personal affairs.

**City's Position**

The City contends that any increase in this benefit could result in substantial expense to the City because the City may be required to cover tours of duty of those police officers that are off on personal leave by calling other police officers in on an overtime basis.

**Discussion**

The Panel determined that there should be no change in the current contract.

**GARAGE PARKING**

**Current Contract Provision**

Section 24.1 of the Agreement provides that:

The City shall make free parking available in the north garage for on-duty officers for the duration of the Agreement. Such parking privileges are available to police officers only and not to their family members. Should parking in the north garage become unavailable, parking shall be provided in lot 17. In agreeing to this language, it is understood that each party hereto continues to reserve its respective position relative to whether the City has the obligation to provide free parking should both the north garage and lot 17 become unavailable.

**PBA's Proposal**

City to continue to provide free parking in North Garage or the On-Center (Onondaga Center) if North Garage becomes unavailable.

If public safety facility is relocated, free parking shall be provided at new location.

**City's Response**

City to provide free parking at location to be determined by City.

**PBA's Position**

The PBA's proposal to provide free parking at the On-Center is made in anticipation of the North Garage being demolished. If the North Garage is demolished, then free parking should be continued to be provided to a police officer at the On-Center, which the PBA contends is a reasonable alternative to a free parking space in the North Garage.

**City's Position**

The City contends that for financial reasons they are not able to continue to provide free parking.

**Discussion**

Free parking is a benefit that has been enjoyed by the police department for a number of years. This Panel is persuaded that this benefit should be continued in the event that the North Garage is eventually demolished. However, the City should be given the opportunity to provide comparable alternative parking arrangements to the North Garage.

**AWARD**

The City should continue to provide free parking. In the event that the North Garage is no longer available then free parking shall be provided at either the ON-Center Garage or at the MONY Garage, or at the roll call site if roll call occurs at a site other than Public Safety Building.

**LONGEVITY PAY**

**Current Contract Provision**

10 years - \$200

15 years - \$400

20 years - \$600

**PBA's Proposal**

Effective 1/1/98, after four (4) years of service, \$500; after nine (9) years of service, \$1000; after fourteen (14) years of service, \$1500; after nineteen (19) years of service, \$2500; after twenty-four (24) years of service, additional \$100/year.

Effective 1/1/99, after four (4) years of service, \$1000; after nine (9) years of service, \$1500; after fourteen (14) years of service, \$2000; after nineteen (19) years of service, \$2500; after twenty-four (24) years of service, additional \$200/year.

**City's Response**

No change in current contract language.

**PBA's Position**

The PBA contends that longevity increment payments are a reward for faithful service and provide an incentive for a police officer to continue to work for the City. According to the PBA, longevity payments made to police officers employed in the Cities of Albany, Buffalo, and Rochester exceed payments made to a Syracuse police officer. The following table was submitted to compare longevity stipends paid to a City of Syracuse police officer to that of police officers employed in comparable communities:

**LONGEVITY BENEFITS  
(CITIES)**

<b>UNIT</b>	<b>INCREMENT</b>	<b>AMOUNT RECEIVED</b>	<b>CUMULATIVE BENEFIT*</b>
ALBANY	5 years 10 years 15 years 20 years	\$1750 \$1950 \$2200 \$2500	\$32,000
BUFFALO	1 year plus \$75 for each year thereafter	\$75	\$15,750
ROCHESTER	3 years each additional year (22 years)	\$150 \$50 (\$1150)	\$10,350
SYRACUSE	10 years 15 years 20 years	\$200 \$400 \$600	\$3,600

The PBA argued that the City's crash and rescue employees working at the Syracuse Airport, receive longevity benefits greater than that paid to a City police officer.

**City's Position**

The City again relies on their poor financial state to argue that any increase in benefits will represent additional cost to the City, an expense the City cannot afford at the present time.

**Discussion**

For the reasons noted above, the City must be willing to pay their police officers wages and benefits at least reasonably comparable to police officers working in comparable communities. As the PBA's data demonstrates, longevity payments made to a City of Syracuse police officer fall far below payments made to police officers in the comparable Cities of Albany, Rochester, and Buffalo.

We, therefore, make the following:

**AWARD**

Effective January 1, 1999, longevity payments shall be made as follows:

10 years - \$500  
15 years - \$700  
20 years - \$900  
25 years - \$1,100  
30 years - \$1,300

**ON-WHEEL/OFF-WHEEL PERSONNEL**

**Current Contract Provision**

There is no existing provision of the labor agreement.

**PBA's Proposal**

Eliminate disparity between on-wheel and off-wheel personnel as to number of days off per year.

**City's Response**

No change in the current contract language.

**PBA's Position**

The police department is divided into two work schedule categories: officers working the 4-2 work wheel and officers on a 5-2 work schedule. Officers working the 4-2 schedule rotate their pass days during the week while officers on the 5-2 work schedule have steady days off. At least half the police officers are on a 5-2 work schedule. The 4-2 work schedule provides for 243 days work per year. Those on the 5-2 work week are scheduled to work a total of 252 days; minus the one additional vacation day they are provided for being off the wheel. This means that each officer on

the 5-2 schedule works 251 days, or 8 days more than those on the schedule. According to the PBA, this provides the City with over an additional 2,000 days of free service from the police officers.

The last contract provided 6 hours of compensatory time to those officers working the 5-2 work schedule, which kept those officers 8 days behind the 4-2 officers. However, the disparity was not corrected and the officers on the 5-2 schedule still work 251 days.

An officer working the 5-2 work schedule, over the course of a career, can be compelled to work an additional 160 days. This disparity, the PBA contends, should be resolved in favor of the 5-2 schedule officers.

### **City's Position**

For police officers working on the wheel they receive two days off for every four days worked. Police officers working off the wheel receive two days off for every five days worked. However, the off-wheel officers always receive Saturday and Sunday off. The disparity is intentional, as it provides additional days off to the on-wheel police officers to compensate them for working some weekends. The City opposes the PBA's proposal stating that it would create scheduling difficulties, increased overtime, and seriously abrogate managerial discretion.

### **Discussion**

The Panel determined that an adjustment should be made to correct the disparity between the on-wheel employees and the off-wheel employees. While this Panel realizes that there is a benefit to having weekends off, we do not believe that those police officers should be required to work the amount of additional time that is generated by this fixed schedule. Therefore, we make the following:

**AWARD**

Effective January 1, 1999, there shall be an off-wheel vacation day adjustment and two additional days awarded. The off-wheel personnel will receive 8 hours of compensatory time each month for a total of ninety-six (96) hours per year. All hours are to be prorated for employees that switch to the off-wheel schedule during the calendar year. [Explanation: This is an increase of 24 hours; 8 hours from the vacation day being converted to compensatory time to equal out all vacation schedules, and 16 hours coming from two additional days that this award provides.]

**EFFECTIVE JANUARY 1, 1999 COMPENSATORY TIME  
EARNED AFTER JANUARY 1, 1989**

**Current Contract Provision**

Section 8.4 of the Agreement provides that police officers may accumulate at time and one-half up to a maximum of 160 hours compensatory time in lieu of receiving overtime pay for overtime actually worked.

**PBA's Demand**

The PBA seeks to increase the 160 hour maximum to 480 hours as provided in the Fair Labor Standards Act. Additionally, the PBA seeks the ability to sell back up to 72 hours per year at the officer's discretion.

**City's Response**

No change in current contract language.

**The PBA's Position**

Compensatory hours are hours of time that are given to a police officer in lieu of cash payment. These hours can then be used as vacation time by the officer or in two hour segments. The off hours are not granted if the Department is short staffed.

Compensatory hours are also accrued by officers on the 5-2 work schedule. These officers receive 6 hours of compensatory time per month. The PBA requests that the City replace the 160 hour cap with a 480 hour cap. This would put the City in line with the Federal Labor Standards Act.

**City's Position**

The City contends that for financial reasons, the City is incapable of making such payments. According to the City, the PBA's proposal creates budgetary "unpredictability," which the City cannot absorb, given its current financial position.

**Discussion and Award**

This Panel believes that an adjustment should be made increasing the 160 hours to a maximum of 240 hours. This award is not intended to limit an officer in the amount of compensatory time which he/she may accumulate at their option. Effective January 1, 1999, compensatory time earned after January 1,1989, shall be increased to 240 hours of "new bonus." There is no cap on the amount of compensatory time that can be accumulated, however, the officer will only be paid for up to a maximum of 240 hours of "new bonus" at the time of separation from the Department.

**SICK LEAVE INCENTIVE**

**Current Contract Provision**

0 days off - \$300  
1 day off - \$200  
2 days off - \$100

**PBA's Proposal**

Pursuant to addendum, petitioner requests delete "disability of any kind."

Define as days off as refers to any sickness.

Create 6-2 month blocks. Each block with 0 (zero) sick days used, officer receives 1 day in pay.

**City's Response**

The City proposes deleting section 19.4 sick leave incentive.

**PBA's Position**

The PBA contends that their proposal benefits the City as well PBA members because it will result in fewer officers calling in sick over the course of the year, resulting in less scheduling conflicts and overtime payments to cover work shifts.

Currently, an officer who uses three or more sick days in the beginning of the year receive no incentive to refrain from calling in sick the remainder of the year. For example a police officer

could use all of his sick leave incentive due to circumstances beyond his control in January, possibly resulting in said officer being less conservative about using sick time the remainder of the year.

Under the PBA's proposal, an officer would be less likely to use sick leave because for every two months (six times per year), the officer has the opportunity to earn one day's pay, for a possible total of six extra days pay per year.

### **City's Position**

The City opines that while the PBA's proposal sounds reasonable in theory it will result in additional expense to the City which they can not afford at the present time.

### **Discussion**

A sick leave incentive program benefits the City because it provides an incentive to a police officer to be conservative in his/her use of sick leave. We, therefore, make the following:

### **AWARD**

Effective January 1, 1999, a sick leave incentive program will apply to those officers who are on the active pay roll for the full calendar year involved. The sick time incentive program will be divided into three separate blocks of four months each. An employee that does not call in sick during a four month block will be entitled to a payment of \$100. Example: An employee that calls in sick April 28, 29, and 30 does not receive \$100 bonus for that time period. If that employee calls in sick again on May 1 (beginning of a new time period), then they are ineligible for that second time period also. The total amount of cash incentive for the year is not to exceed \$300. Payments are to be made before March 1 of the following calendar year.

**EMERGENCY SICK LEAVE BANK**

**Current Contract Language**

No provision.

**PBA's Proposal**

To provide an emergency sick leave bank.

**City's Response**

No changes to current contract language.

**AWARD**

This Panel is adopting the following language which was agreed to between the PBA and the City as part of its final award:

**Emergency Sick Leave Bank**

a. **Eligibility**

The City and the Association, realizing the economic effects of a long term illness on any Employee, have joined together in establishing a voluntary emergency Sick Leave Bank. All Employees who are represented by the Bargaining Unit of the Association and have completed at least one (1) year of continuous City service, shall be eligible to join. Membership is earned when an Employee voluntarily contributes two (2) days of their earned sick leave time to the Bank.

b. **Emergency Sick Leave Board**

1) An Emergency Sick Leave Board consisting of three (3) members (Trustees), of the Bargaining Unit, shall be appointed by the

Association President for a term coinciding with the term of the President.

2) The Board shall administer the Bank, be responsible for the accepting and recording of members, maintaining records regarding the number of sick leave days in the bank, and acting on each application for benefits submitted to it, within ten (10) working days.

3) Decisions by the Board are final, subject to City approval that the Board acted in compliance with Section d.(1) of this Article. If the City rejects the Board's determination and finds that the Board did not act in compliance with d.(1), the dispute will immediately be filed with the rotating permanent panel of arbitrators presently in place for a hearing and final determination.

c. Contributions

1) All completed Emergency Sick Leave Bank Contribution forms must be received by the Board by the first of February each year or on dates mutually agreed to between the Association and the City.

2) Once a contribution has been made, it MAY NOT be withdrawn. Payroll clerks and/or the person responsible for the time and attendance records will distribute contribution forms supplied to them by the Association.

3) When the board decides that the Bank's remaining number of sick days has reached a level that requires further contributions, they will notify each member of this fact in writing, and will request a further contributor of one (1) or more days. Membership in the bank can only be maintained by complying with such request. Non-compliance will not result in previously contributed sick leave time being returned.

d. Eligibility For Benefits

1) An enrolled member who has exhausted all of their accumulated time credits and is suffering from a prolonged or disabling illness or mental incapacitation and is not entitled to benefits as defined in Section 207-c of the General Municipal Law is eligible to apply to the Sick Leave Bank. When applying for Emergency Sick Leave the Employee shall simultaneously request

Extended Sick Leave. A completed “Application for Emergency Sick Leave Bank Benefits” form shall be provided to the Board with any documentation deemed necessary by them with regard to the nature and duration of the disabling condition. The Board shall have the right to disapprove an application for appropriate reasons, including improper use of accumulated time credits, i.e., suggesting a pattern of absences. The Board shall also have the right, at any time, to consult with independent medical practitioners.

2) After finding that the application meets the requirements described above, the initial application may be granted for up to twenty (20) working days.

e. Renewal of Application

If after making its original determination it is found that a member’s recovery shall require more than twenty (20) working days, the board shall reconvene to determine renewal of the application for up to an additional twenty (20) working days. However, the maximum number of days the Board may allocate for any one illness shall not be for more than one (1) work year.

**HEALTH AND DENTAL INSURANCE**

**Current Contract Provision**

HEALTH	\$15 per month \$6 per individual
DENTAL	\$15 per month \$7 per individual
	Deductible \$375 family \$125 family

**PBA’s Proposal**

Eliminate co-pay coverage to be fully non-contributory. Add super blue prescription coverage and eye-glass coverage. Eliminate co-pay

coverage to be fully non-contributory and enhanced "T" plan & "T"  
coverage for future retirees.

**City's Response**

Provide POMCO

All members contribute 20% of premium upon ratification

Dental

\$ 10.25/IND.

\$ 19.50/FAMILY

1998-Cap \$1000 per person individual or family

**PBA's Position**

The PBA's proposal is to eliminate co-pay coverage and to continue current health and dental benefits. The PBA is also seeking eye care coverage.

It is the PBA's position that all comparable jurisdictions provide greater medical and dental coverage than the City of Syracuse provides to its members.

**City's Position**

The City presented a health insurance plan evaluation report from the Independent Consulting Firm of Locey & Cahill. Said report recommended that the City of Syracuse should look to consolidate its two health plans under one administrator. It was their professional opinion that the PPO benefit plan design, as administered by POMCO, is a plan that the City should consider because

it provides all City employees and retirees with an enhanced benefit and allows the City to benefit from the negotiated reimbursement levels negotiated as part of the plan.

### **Discussion**

Any change in the health insurance administrator is strongly opposed by the PBA because most of their members believe that a change from the traditional Blue Cross Blue Shield administered plan will result in the dilution of negotiated benefits. Although the Loucy-Cahill study found that the POMCO administered plan provided benefits equal to, if not better than, the plan administered by Blue Cross-Blue Shield, the PBA is resistant to any change at the present time.

Based on the present data submitted this Panel is not persuaded to change the current Blue Cross Blue Shield health insurance administered program. However, we are sensitive to the City's concern that the traditional Blue Cross Blue Shield administered plan is approximately 11% more expensive than that of a plan administered by POMCO. Therefore, we are willing to provide additional compensation to the City, in the form of premium reimbursement, with the understanding that the City will continue to provide the same benefit plan presently provided to the PBA, along with the present enhancements that the City extends to other City employees. We, therefore, make the following:

**AWARD**

Effective January 1, 1999, health insurance contribution is to be increased as follows:

Family coverage from \$15 to \$25 per month  
Individual coverage from \$6 to \$10 per month

Effective January 1, 1999, the annual per person dental benefit will be capped at \$1,500.

**SENIORITY**

The Parties have advised the Panel that they agreed that the following be incorporated in the current collective bargaining agreement:

The City and PBA agree that beginning January 1, 1999, the department will revert back to utilizing the seniority point system that was in effect prior to June 1, 1995. Specifically, for promotional exams a member will be given 0.1 (one tenth) points per every three months of service, for a total of 0.4 (four tenths) points per year. (Example: A member with ten years and three months of civil service time will receive 4.1 points.)

**OTHER PBA PROPOSALS**

The PBA presented a number of other proposals which this Panel carefully considered but determined should remain status quo. We believe that the above salary and benefit package represents a substantial enhancement in wages and other benefits to a City police officer and, more importantly, does not allow a City of Syracuse police officer to fall further behind police officers employed in the comparable Cities of Albany, Buffalo, and Rochester.

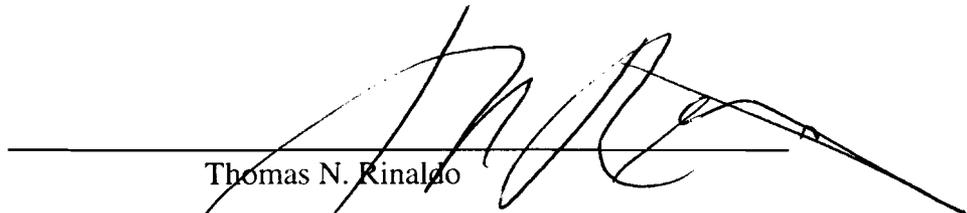
Therefore, we make no change to the current contract regarding the following PBA proposals:

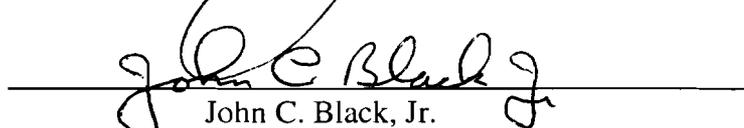
- College education incentive
- Job descriptions
- Retirement incentive
- Non-job related sick leave
- Family care benefit

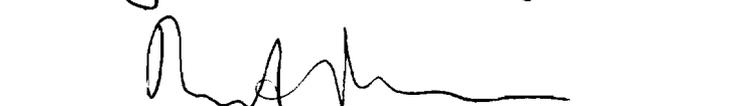
Lastly, the Parties have advised the Panel that they are working on a resolution of the accident review committee issue proposed by the PBA. In the event a resolution is not reached within sixty (60) days of the date of this award this Panel will reconvene to consider said PBA proposal.

### **CONCLUSION**

In conclusion, this Panel believes that the above wage and benefit package represents a reasonable adjustment to the current contract and is within the City's ability to afford. As indicated above, the City may be required to readjust their fiscal priorities in order to pay for the increases in wages and benefits awarded herein. However, said wage and benefit package will prevent a City police officer from falling even further behind police officers working in comparable communities.

  
\_\_\_\_\_  
Thomas N. Rinaldo

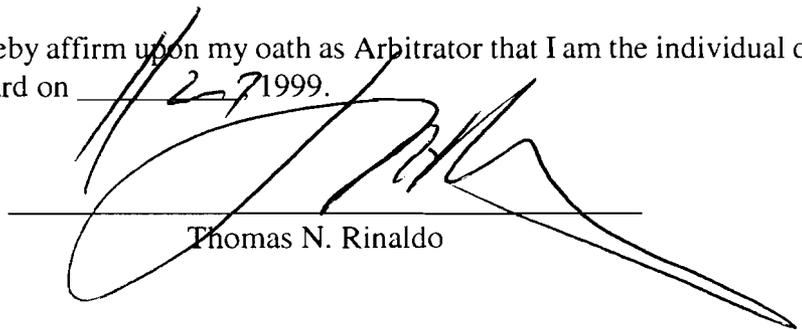
  
\_\_\_\_\_  
John C. Black, Jr.

  
\_\_\_\_\_  
Rocco A. DePerno

**ACKNOWLEDGMENT**

STATE OF NEW YORK  
COUNTY OF ERIE  
CITY OF BUFFALO

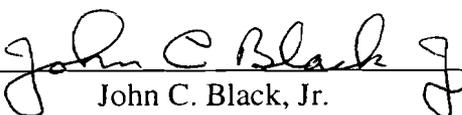
I, Thomas N. Rinaldo, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed the within the award on 11/27 1999.

  
\_\_\_\_\_  
Thomas N. Rinaldo

**ACKNOWLEDGMENT**

STATE OF NEW YORK  
COUNTY OF ONONDAGA  
CITY OF SYRACUSE

I, John C. Black, Jr. do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed the within the award on 1-27, 1999.

  
\_\_\_\_\_  
John C. Black, Jr.

**ACKNOWLEDGMENT**

STATE OF NEW YORK  
COUNTY OF ONONDAGA  
CITY OF SYRACUSE

I, Rocco A. DePerno, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed the within the award on 1-27, 1999.

  
\_\_\_\_\_  
Rocco A. DePerno