

State of New York
Public Employment Relations Board
Case #IA98-01; M98-007

In the Matter of Interest Arbitration

Between

Sherrill Police Benevolent Association
Employee Organization, Petitioner

And

City of Sherrill
Employer, Respondent

Panel of Arbitrators

Mark D. Karper, Chairman

Dwight Evans, Mayor
City of Sherrill

Edward Guzdek, President
Police Conference of New York

Hearing Date: December 1, 1998

Decision Date: February 23, 1999

NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD
P E R B N Y E R B

APR 12 1999

CONCILIATION

Introduction

This an interest arbitration between the City of Sherill and the Sherill PBA, NYS PERB Case # IA98-016. The appointed Panel Members were Dr. Mark Karper (Public), Mr. Dwight Evans (City) and Mr. Edward Guzdek (Police). The City was represented by Mr. Dennis McDermott. The PBA was represented by Mr. Edward J. Fennell. There was a hearing on December 1, 1998 where both sides presented written briefs followed by written exhibits as well as oral testimony. The hearing was concluded on that day but both sides requested additional time to present clarifications and provide additional evidence. The panel subsequently met on January 8, 1999 where the total award was agreed to by all the members but it must be noted that despite the general approval of the total award both City and Union representatives took exception to parts of the award. All the parties are to be commended for their cooperation and assistance in this difficult and time consuming process.

The award that follows deals with eight open issues. Some of these issues have more than one part. Although there were originally eleven issues, the advocates indicated that they had reached agreement on the open issues of jury duty (section 18A), sick leave (Section 11), and seniority (section 14A). As a result the explicit wording these three issues will not be included in the award with the understanding that the language be adopted as agreed by the parties. By mutual request of the parties, this award will be a two year extension of the current agreement.

Issue #1

Hospitalization (Section 6)

Background

This demand by the PBA asked that the City extend paid hospitalization to retired police officers and their dependents at the same level of payment as for current employees. The City objected to this provision stating the retirement plan for police officers could allow them to retire well before age 55 and would force the City to pay for their health benefits while they were not truly retired since they would normally be working full time at another employer. Both sides also presented arguments about comparability as to whether this benefit is extended to similar departments. See exhibit #4.

Decision

The divided panel concluded that the extension of paid health insurance to retired employees was a crucial to a valid retirement plan but recognized the City's valid objections to a retired police officer forgoing access to paid health insurance at another full time employer given that they already receive this benefit. As result it adopted the following language to prevent that from happening but allowing retired officers access to paid health insurance.

Award
Section 6D

Health Insurance After Retirement

For police officers the payment of health insurance premiums shall be made on behalf of an employee who is retired and is collecting a New York state Retirement allowance or is receiving and Ordinary/Accidental Disability Retirement allowance and is not employed where similar health insurance is available to him/her without additional cost, except that when such employment terminates, his/her rights shall be reinstated. Premiums are to be paid during the life of the retired employee or his or her spouse upon employees death, but only until he/she remarries or dies.

Item #2 Salaries Section #8

Background

Although the salary award is for four separate issues, the package must be viewed as a whole. The panel discussed the cost of the entire package and compared its total cost of settlement with total settlements in surrounding communities. Although each of the four separate issues makes reference to a different appendix, this is merely to illustrate that aspect of the award is comparable to surrounding communities with respect that type of salary increment.

The difference between the panel members primarily dealt with the first issue which was the average increase in police salaries in the surrounding communities versus other municipal employees in the City of Sherill and comparable communities. The parties also agreed that the primary question before the panel was not one of ability to pay or even potential changes in tax rates because the financial difference between the parties final positions in interest arbitration was small enough as to have no impact on the municipal budget of the City of Sherill. Instead the discussion focused on the pattern of higher increases for police officers than the other municipal employees in the City of Sherill and in the surrounding communities. The City argued that the practice of increasing the salaries of police officers at a higher rate than other municipal employees needed to end. The panel discussed this issue at length but concluded that the

statute is clear in that police salaries should be comparable to other police salary increases. The labor market for police officers is different than for other municipal employees and this is why the statute makes it clear to the panel that it should be comparing salaries with police officers in similar communities .

Issues #1 General Increment

The parties differed by about 1.5% per year (City 2.5% versus PBA 4%) as to what the general increment would be for 1998 and 1999.

Decision

There was general agreement as to the surrounding universe but disagreement as to whether police officer salaries should be compared only to other police officers or other city employees. Eventually the divided panel decided on 4% per year using relevant police salary comparisons. This settlement was judged to keep the salaries of Sherill police officers in the same relative position to other police salaries in their surrounding communities. See exhibit #1. The panel recognized that by comparing to other police salary increases that this would increase their salary differential between police and other municipal employees as well as outstripping the cost of living over that same period.

Award

The general increment will be 4% for 1998 and 4% for 1999 with full retroactivity for both years.

Issue #2 Sergeant Differential

Arguments were made by both sides as to whether the sergeant's differential should remain constant based on the small size of the department or increase based on a comparison to other sergeant's differentials. See exhibit #7.

Decision

A detailed look at surrounding communities showed that an increase was warranted in the sergeant's differential by \$500 per year retroactive to 1998.

Issue #3 Shift Differentials

Arguments were made by both sides as to whether the existing shift differentials were comparable to police in surrounding communities. See exhibit #5.

Decision

The comparisons convinced a divided panel that shift differentials should be increased to remain competitive.

Award

Shift differentials will increase by 10 cents per hour for each year of the contract with full retroactivity

Issue #4 Longevity

Arguments were made by both sides that longevity increments were comparable or not comparable to other surrounding communities.

Decision

A divided panel concluded that longevity stipends needed to be increased by \$150.00 for each year of the contract with full retroactivity in order to make them competitive with surrounding communities. See exhibit #2.

Issue #5 Holidays

The PBA asked for an additional paid holiday and the City asked the number be kept constant.

Decision

A look at surrounding communities revealed the number of paid holidays to be consistent with surrounding communities. See exhibit #3.

Award

There shall be no change in the current contract provisions.

Issues 6-8 Contract Language Changes

These issues deal with contract language over jury duty (#6), sick leave (#7) (change to more than 3 days), and overtime (#8) (definition of the different shifts starting and ending times).

Decision

Although these issues were never withdrawn, the parties are actually in agreement as to the new contract provisions on each of these subjects.

Award

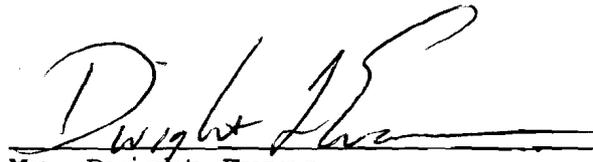
The contract language changes shall be as agreed by the parties on these three issues.



NANCY M. TACKLEY
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Qualified in Madison County
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My Commission Expires 1-31-2000


Dr. Mark Karper

MICHAEL D. HOLMES
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My Commission Expires Apr. 15 2001


Mr. Dwight Evans

JANET A. FIACCO
Notary Public, State of New York
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Qualified in Rensselaer County
Commission Expires Feb. 5, 2000


Mr. Edward Guzdek

Area Units Salary Schedule

	<i>Sherrill</i> Effective 1/1/97 to 12/31/97	<i>Canastota</i> Effective 6/1/98 to 5/31/99	<i>Chittenango</i> 6/1/98 to 5/31/99	<i>New Hartford</i> 1/1/98 to 12/31/98	<i>Oneida</i> 1/1/98 to 12/31/98	<i>Rome</i> 1/1/98 to 12/31/98
Start	\$ 26,586	\$ 29,318	\$ 28,052	\$ 30,489	\$ 27,183	26,865.17 \$ 26,274
1	\$ 28,467	\$ 30,783	\$ 29,706	\$ 33,190	\$ 33,415	27,803.82 \$ 27,192
2	\$ 29,114	\$ 32,249	\$ 31,360	\$ 35,892	\$ 34,143	28,742.48 \$ 28,110
3	\$ 29,764	\$ 33,715	\$ 33,013	\$ 38,594	\$ 34,909	30,648.42 \$ 29,974
4	\$ 30,412	\$ 35,181	\$ 35,080	\$ 38,594	\$ 35,657	32,293.62 \$ 31,583
5	\$ 31,060	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	37,469.51 \$ 36,645
6	\$ 31,709	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	38,655.61 \$ 37,805
7	\$ 32,357	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
8	\$ 33,005	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
9	\$ 33,654	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
0	\$ 33,654	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
11	\$ 33,654	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
12	\$ 33,654	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
13	\$ 33,654	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
14	\$ 33,654	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
15	\$ 33,654	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
16	\$ 33,654	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
17	\$ 33,654	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
18	\$ 33,654	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
19	\$ 33,654	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
20	\$ 33,654	\$ 35,181	\$ 35,080	\$ 38,594	\$ 36,358	39,836.60 \$ 38,960
Total	\$ 676,322	\$ 724,142	\$ 718,491	\$ 794,263	\$ 747,035	\$ 780,191
Variation from Sherrill		\$ (47,820)	\$ (42,169)	\$ (117,941)	\$ (70,713)	\$ (103,869)
Average		\$ (2,391)	\$ (2,108)	\$ (5,897)	\$ (3,536)	\$ (5,193)
Percent		-7.10%	-6.27%	-17.52%	-10.51%	-15.43%

Canastota: effective 6/1/97 4%; effective 6/1/98 4%

Chittenango: effective 6/1/98 6.3%

New Hartford: 1/1/95 4%; 1/1/96 4%; 1/1/97 10%; 1/1/98 6%

Oneida: the chart will be increased by 3% eff 1/1/99 and 3% 1/1/2000

Rome: the Salary chart will be adjusted 1/1/99 by the CPI: Min: 2.25% AND Max: 3.75%; effective 1/1/99 384e plus sick leave incentive.

Area Units Longevity Schedule

	<i>Sherill Effective 1/1/97</i>	<i>Canastota effective 6/1/97</i>	<i>Chittenango 6/1/97</i>	<i>New Hartford 1/1/97</i>	<i>Oneida 1/1/97</i>	<i>Rome 1/197</i>
Start						
1						
2			\$ 250			
3		\$ 300	\$ 250			
4		\$ 300	\$ 250			
5		\$ 500	\$ 500			
6	\$ 350	\$ 500	\$ 500	\$ 500		\$ 300
7	\$ 350	\$ 500	\$ 500	\$ 500		\$ 300
8	\$ 350	\$ 500	\$ 500	\$ 500		\$ 300
9	\$ 350	\$ 500	\$ 500	\$ 500		\$ 300
10	\$ 350	\$ 750	\$ 750	\$ 500	\$ 900	\$ 300
11	\$ 600	\$ 750	\$ 750	\$ 1,000	\$ 900	\$ 500
12	\$ 600	\$ 750	\$ 750	\$ 1,000	\$ 900	\$ 500
13	\$ 600	\$ 750	\$ 750	\$ 1,000	\$ 900	\$ 500
14	\$ 600	\$ 750	\$ 750	\$ 1,000	\$ 900	\$ 500
15	\$ 850	\$ 1,200	\$ 1,000	\$ 1,000	\$ 1,150	\$ 500
16	\$ 850	\$ 1,200	\$ 1,000	\$ 1,500	\$ 1,150	\$ 650
17	\$ 850	\$ 1,200	\$ 1,000	\$ 1,500	\$ 1,150	\$ 650
18	\$ 850	\$ 1,200	\$ 1,000	\$ 1,500	\$ 1,150	\$ 650
19	\$ 850	\$ 1,200	\$ 1,000	\$ 1,500	\$ 1,150	\$ 650
20	\$ 850	\$ 1,500	\$ 1,250	\$ 1,500	\$ 1,400	\$ 650
Total	\$ 9,250	\$ 14,350	\$ 13,250	\$ 15,000	\$ 11,650	\$ 7,250
Variation from Sherrill		\$ (5,100)	\$ (4,000)	\$ (5,750)	\$ (2,400)	\$ 2,000
Average		\$ (255)	\$ (200)	\$ (288)	\$ (120)	\$ 100

Holidays

<u>Unit</u>	No.	Paid
Canastota	11	yes
Chittenango	11	yes
New Hartford	12	
Oneida	11	
Rome	11	
<u>Sherill</u>	<u>12</u>	

Education Benefit

<u>Unit</u>	AA	BA	MA
Canastota	\$ 200	\$ 400	\$ 600
Chittenango			
New Hartford	\$ 1,300	\$ 2,600	\$ 3,200
Oneida			
Rome	\$ 200	\$ 400	
<u>Sherill</u>	\$ 300	\$ 500	

Personal Leave

<u>Unit</u>	Days
Canastota	5
Chittenango	3
New Hartford	5
Oneida	3
Rome	6
<u>Sherill</u>	3

Retirement

Canastota	384d	
Chittenango	384d	
New Hartford	384d	
Oneida	384d	
Rome	384d	384 e
<u>Sherill</u>	384d	

#4

Area Units Hospitalization

<u>Unit</u>	Health	Dental	Optical	Rx	Retiree	Widows
Canastota	100%					
Chittenango	100%				100% Individ	
New Hartford	85% Employer	Yes	Yes	Yes		
Oneida	85% Employer	Yes			Yes w/Contrib	Yes
Rome	75% Employer	Yes	Yes		Yes w/Contrib	
<u>Sherill</u>	Employee \$250					

#5

Shift Differential

<u>Unit</u>	A	C	other
Canastota	\$ 0.25	\$ 0.15	\$ 0.15
Chittenango			
New Hartford	\$ 11.00	\$ 13.00	
Oneida	7%	5%	
Rome	\$ 0.55	\$ 0.45	
<u>Sherill</u>	\$ 0.40	\$ 0.30	

6

Sick Leave Payment Upon Retirement

<u>Unit</u>	
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Canastota	Max accumulate 100 days & may be paid for 33 @ \$15.00 per days
Chittenango	Max accumulate 180 days and paid at current rate of pay
New Hartford	Max accumulate 200 days and paid current rate of pay
Oneida	Has retirement incentive clause range: \$1000 to \$4,000.
Rome	Has retirement incentive clause range: \$1,000 to \$6,000.
<u>Sherill</u>	

Ex - 7

Officer Differential

	Salary Top		Sgt	Diff
Sherill	\$ 33,654	\$	34,654	3.0%
Canastota				
Chittenango	\$ 35,080	\$	36,521	4.1%
New Hartford	\$ 38,594	\$	45,801	18.7%
Oneida	\$ 39,321	\$	41,838	6.4%
Rome	\$ 39,837	\$	43,514	9.2%