

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

In the Matter of the Interest Arbitration
between

THE CITY OF ROCHESTER
Public Employer,

-and-

ROCHESTER POLICE LOCUST CLUB,
Employee Organization.

SUMMARY

OF

AWARD

PERB Case No. IA2006-009; M2005-254

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

Ronald G. Evangelista, Locust Club President
Employee Organization Panel Member

John M. Girvin, Labor Relations Consultant
Employer Panel Member

PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

APPEARANCES:

For City of Rochester:

Thomas S. Richards, Esq., Corporation Counsel
Yvette Chancellor Green, Esq., of Counsel

For Rochester Police Locust Club:

Trevett Cristo Salzer & Andolina, PC
Lawrence J. Andolina, 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 ("PERB"), to make a just and reasonable determination of a dispute between the City of Rochester ("City") and the Rochester Police Locust Club ("Union").

All parties, represented by Counsel, met with the Panel in the City of Rochester on June 11, 12 and 13, 2007. Thereafter, the parties conducted several Executive Sessions. This Summary of Award is the result of agreement among all Panel Members.

This Summary of Award may not in all instances provide for specific contract language. However, where it does, that specific language will remain as final language. A fully detailed Opinion and Award shall be issued and shall contain any remaining specific contract language, as well as the basis for the determinations reached by this unanimous Public Interest Arbitration Panel.

SUMMARY OF AWARD

1. 3 year term

Effective 7/1/05 through 6/30/08

2. Wage Schedule Increases Article 3 Section 1:

2.0% effective and retroactive to 7/1/05

1.0% effective and retroactive to 1/1/06

2.0% effective and retroactive to 7/1/06

1.0% effective and retroactive to 1/1/07

2.0% effective and retroactive to 7/1/07

2.0% effective 1/1/08

Salary Schedules Attached-Attachment A

3. Amend Article 3, Section 2 to include the following new language:

Section 2: Differential

Effective July 1, 2007, the differentials between ranks and assignments shall

be:

Between Police Officer (Bracket 90, Step 5)
and Sergeant --- 14.5%

Between Sergeant and Lieutenant --- 13.08%

Between Lieutenant and Captain --- 12.84%

NEW: The differential between Police Officer, Bracket 90, Step A and B (Investigator) shall be maintained at \$500 less then Police Sergeant, Bracket 92, Step 3 and 4, respectively

4. HEALTH CARE

Article 11, Section 1 – Hospital and Surgical Health Benefits

A. Employees hired prior to July 1, 2000, may choose from the following plans:

1. The Blue Cross/ Blue Shield Plan plus the Blue Million Rider, the \$5 deductible Prescription Rider and the 80/20 X-Ray Blue Shield Rider. The City agrees to provide coverage comparable to the prior 120-day Maternity Services Rider and the Paid-In-Full Obstetrical Services Rider for members of the Unit. This benefit may be provided through a plan or plans other than Blue Cross and/or Blue Shield provided that the benefit remains substantially equivalent. **However, as of the date of this Award, only those unit members who are already enrolled in the Blue Million Plan, as described above, will be eligible to continue coverage with the Blue Million Plan. In addition, unit members with 30 or more years of service by October 1, 2007, may elect to enroll in the Blue Million Plan during a special enrollment period that will take place prior to that date. As of October 1, 2007, the Blue Million Plan will thereafter be closed to new enrollees.**

2. The Blue Choice Extended Plan
3. The Blue Choice Select Plan
4. The Preferred Care Comprehensive Plan
5. The Preferred Care Community Plan
6. **Blue Choice Value**
7. **Preferred Care Opportunity**

B. All members hired on or after July 1, 2000 **but prior to July 1, 2007** shall have available to them either the Blue Choice Select, Preferred Care Community Plan, **Blue Choice Value, or Preferred Care Opportunity.**

C. All members hired on or after July 1, 2007, shall have available to them either the Blue Choice Value Plan or Preferred Care Opportunity.

(Current C becomes D)

D. It is expressly understood by the parties that a unit member married to another unit member shall be eligible for only one single health insurance contract in the event his or her spouse is covered by his or her own single health insurance contract, and further, that such member shall not be eligible for any separate health insurance coverage if his or her spouse is covered by a family health insurance contract, as provided for in this Section.

E. Except as provided in Article 11, Section 1 (A)(1), the employer has the right to replace any health insurance plan or rider that is offered to members of the unit with a plan or rider that, when considered as a whole, is substantially similar to the plan or rider being replaced. The Employer shall consult with the Union regarding the contemplated change(s) in plan or rider. If the Union disagrees with the City's determination that a proposed change in plan or rider is substantially similar, the Union may file a grievance pursuant to Article 27 of this Agreement, utilizing an expedited process as directed by the Contract Arbitrator. In the event the Union grieves, no change(s) shall occur until the Contract Arbitrator has rendered a final determination on the matter. The Union will not unnecessarily delay the expedited review process.

Article 11, Section 2 – Cost of Benefits to Employees

Effective ~~May 11, 2000~~ **July 23, 2007**, employee contributions for those enrolled in the Blue Cross/Blue Shield Blue Million, Blue Choice Extended, or Preferred Care Comprehensive Plans shall be ~~7½% (seven and one half percent)~~ **9% (nine percent)** of the cost of the plan selected. The employee contribution for those enrolled in the Blue Choice Select, the Preferred Care Community Plan, **Blue Choice Value, or Preferred Care Opportunity** shall be ~~3½% (three and one half percent)~~ **6% (six percent)** of the cost of the plan selected.

Article 11, Section 3 – Alternative Plans

Delete current language and replace all with new language as follows:

A. Unit members who accept health insurance coverage from a source other than the City of Rochester shall receive \$1,000 per annum, prorated by month, based on the City's fiscal year, payable by September 1st for the preceding fiscal year, if 1 through 49 unit members accept this option. If, however, 50 to 59 unit members accept this option by the conclusion of the fiscal year, the payment shall increase to \$1,500 per annum per unit member. If 60 or more unit members accept this option by the conclusion of the fiscal year, the payment shall increase to \$2,000 per annum per member.

B. Applications shall be made for the following fiscal year at the same time as "open enrollment" for health insurance.

C. Re-enrollment in City coverage is permitted during the year if a qualifying event occurs.

Article 11, Section 9 – Coverage for Retirees

(Language changes only to subsection B. of this section.)

B. Qualified employees, as defined in subdivision A. of this Section, who retire, shall retire with the plan they are enrolled in at the time of retirement and shall pay the contribution rate in effect for that specific plan and coverage selected.

The exceptions are as follows: an employee who retires with more than 25 years of service shall pay at the rate of 5%; and an employee who retires with 30 or more years of service shall not be required to pay any health care insurance contributions, regardless of the plan and coverage selected.

5. Article 3, Section 11 – Performance Enhancement Allowance (NEW)

A. The City agrees to designate no fewer than 20 but no more than 40 unit members holding the rank of Police Officer, and no fewer than 10 but no more than 20 unit members holding either the assignment of Investigator or the rank of Sergeant, to qualify for a Performance Enhancement Allowance. This allowance shall be paid on a semi-annual basis, for performance observed during the periods of January-June and July-December, to those members as designated above who demonstrate exemplary performance as determined by the Chief of Police or his designee.

B. Areas to be considered in determining eligibility for the Performance Enhancement Allowance shall be established by the Chief of Police, or his designee, after consultation with the Union.

C. The allowance shall be 5% of the unit member's base salary earned in the designated performance period.

D. A Committee chosen solely by the Chief of Police shall recommend recipients utilizing the established criteria. The selection or non-selection of any particular unit member by the Chief or his designee, or by the Union as provided below, shall not be grievable under Article 27 of the Agreement by either party. In the event the City fails to meet and select at least the minimum number of eligible candidates within 45 days from the end of each performance period, the Union shall select 30 unit members (20 of Police Officer rank and 10 of Sergeant rank and/or Investigator assignment) who shall receive the allowance.

6. CLEAN UP/HOUSEKEEPING

Article 3, Section 3 – Salary Steps

A.i. Police Officer --Bracket 90

HIRED BEFORE JULY 1, 1997

The steps shown below shall be reached at the following intervals:

Step 1: Start

Step 2: At the beginning of the first full pay period following ~~upon~~ successful completion of the formal recruit training and field officer training program, or at the beginning of the first full pay period after completing ~~upon reaching~~ 8 months of service, whichever comes first.

Step 3: At the beginning of the first full pay period after ~~upon~~ reaching the first anniversary after completing the formal recruit training and field officer training program, or at the beginning of the first full pay period after completing 20 months of service, whichever comes first.

Step 4: **At the beginning of the first full pay period after** ~~Upon~~ reaching the second anniversary after completing the formal recruit training and field officer training program, **or at the beginning of the first full pay period** after completing 32 months of service, whichever comes first.

Step A: Upon assignment as provided in Article 5, Section 3.

Step B: **At the beginning of the first full pay period following** ~~Upon~~ completion of one full year of assignment at Step A, as provided in Article 5, Section 3.

A.ii. Police Officer --Bracket 90
HIRED ON OR AFTER JULY 1, 1997

The steps shown below shall be reached at the following intervals:

Step 1: Start

Step 2: **At the beginning of the first full pay period after** ~~Upon~~ successful completion of the formal recruit training and field officer training program, **or at the beginning of the first full pay period after completing** ~~upon reaching~~ 8 months of service, whichever comes first.

Steps 3, 4, 5: **At the beginning of the first full pay period commencing** one year after reaching the prior step.

Step A: Upon assignment as provided in Article 5, Section 3.

Step B: **At the beginning of the first full pay period after** ~~Upon~~ completion of one full year of assignment at Step A, as provided in Article 5, Section 3.

B. Notwithstanding subdivision A above, police officers who transfer to the Rochester Police Department from other jurisdictions or deputy sheriffs hired shall receive a starting salary at Step 2, at a minimum. Starting salaries for such personnel may exceed Step 2, under mitigating circumstances, after consultation with the Union.

C. Pay Steps - Officer Ranks

| Rank | Bracket | Step 3 |
|-------------|---------|--------------------------------|
| Detective C | 91 | Upon Appointment |
| Sergeant | 92 | Upon Civil Service Appointment |
| Detective B | 92 | Upon Appointment |
| Lieutenant | 94 | Upon Civil Service Appointment |
| Captain | 95 | Upon Civil Service Appointment |

| | | |
|-------------|---------|---|
| Rank | Bracket | Step 4 |
| Detective C | 91 | Upon completion of 1 year of service at Step 3 |
| Sergeant | 92 | At the beginning of the first full pay period after Upon completion of 1 year of service at Step 3 |
| Detective B | 92 | Upon completion of 1 year of service at Step 3 |
| Lieutenant | 94 | At the beginning of the first full pay period after Upon completion of 1 year of service at Step 3 |
| Captain | 95 | At the beginning of the first full pay period after Upon completion of 1 year of service at Step 3 |

Article 10, Section 4 – Vacation Allowance

The City will grant vacation based on the number of years of service completed at the beginning of the calendar year as follows: Number of years of service completed as of January 1 of the calendar year; and yearly vacation allowance:

Less than one yr. of service; 1 day per mo. (not to exceed 10 days)

- 1 yr. through 3 complete years; 12 days
- 4 yrs. through 8 complete years; 16 days
- 9 yrs. through 14 complete years; 18 days
- 15 yrs. through 19 complete years; 20 days
- 20 and more complete years; 25 days.

Vacation allowance for a calendar year will be made available at the beginning of the first full pay period in that calendar year. The vacation allowance for a given calendar year can be used through the end of the pay period that precedes the first full pay period in the following calendar year. While newly hired members will accrue vacation allowance according to the schedule above, they will not be allowed to use vacation allowance during their periods of academy training or field training.

All vacation days are working days and do not include R days.

Article 15, Section 5 – Payment for Compensatory Time

C. Payments for compensatory time shall be paid only on or before October 1 each year, provided that the member has requested such payment on or before September 1 of that year. **Payment will be based on compensatory time earned through the last full pay period in August of that year**

Article 17, Section 2 – Severance Pay

A. In the event that a member of the Unit retires, dies or otherwise terminates service with the City of Rochester, Severance Pay shall be paid for all unused vacation time, not to exceed forty (40) days, and all accrued overtime (compensatory time), not to exceed ~~forty-five (45)~~ **fifty-one (51)** days.

Article 18, Section 1 – Work Week

F. Paragraph deleted in entirety

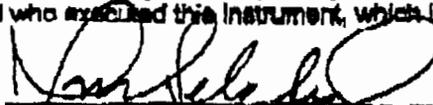
Article 19, Section 3 – Posting of New Positions and Vacancies

F. New positions or vacancies which exist in the positions **specified as exceptions in Article 2, Section 1** ~~Office of the Chief of Police~~ are not subject to this Section. **No unit member may be involuntarily transferred to any position specified as an exception in Article 2, Section 1.**

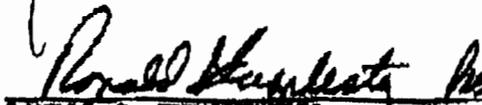
THIS SUMMARY OF AWARD DOES NOT IN ALL INSTANCES PROVIDE SPECIFIC CONTRACT LANGUAGE, WHICH WILL BE PROVIDED IN THE OPINION AND AWARD TO FOLLOW.

STATE OF NEW YORK
COUNTY OF ALBANY) ss.:

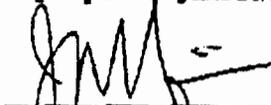
I, Jeffrey M. Selchick, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is the Summary of Award.


JEFFREY M. SELCHICK, Esq. 7/13/07
Public Panel Member and Chairman Date of Award

(CONCUR)
(DISSENT)


RONALD G. EVANGELISTA 7-13-07
Employee Organization Panel Member Date

(CONCUR)
(DISSENT)


JOHN M. GIRVIN 7/13/07
Employer Panel Member Date