

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

In the Matter of the Arbitration
between

THE CITY OF SYRACUSE
Public Employer,

-and-

SYRACUSE POLICE BENEVOLENT ASSOCIATION,
Employee Organization.

PERB Case No. IA2002-007

OPINION

AND

AWARD

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

Jeffrey Piedmonte
Employee Organization Panel Member

John C. Black, Jr., Esq.
Employer Panel Member

APPEARANCES:

For City of Syracuse:

Bond, Schoeneck & King, LLP
Peter A. Jones, Esq., of Counsel
Christa J. Richer, Esq., of Counsel

For Syracuse Police Benevolent Association:

DePerno & Khanzadian
Rocco A. DePerno, Esq., of Counsel
Karen Khanzadian, Esq., of Counsel

BACKGROUND

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 Syracuse ("City") and the Syracuse Police Benevolent Association ("PBA").

The City of Syracuse is a municipal corporation located in Onondaga County and is currently the fifth largest city in New York State. The City encompasses over 25 square miles in the north central portion of New York State near Lake Ontario. Census data collected in the year 2000 indicates that the City's population is approximately 147,000. The City is the major component in the Syracuse Metropolitan Statistical Area (MSA), which had a total estimated population of approximately 732,000 as of July 1, 2000 (Official Statement, Revenue Anticipation Notes, dated August 28, 2002; Union Exhibit 1-1).

The PBA is the certified bargaining agent for all sworn members of the Police Department employed by the City, exclusive of the Chief of Police, the Deputy Chiefs of Police, Parks Attendants, Creek Patrolmen, Meter Maids, Police Trainees, School Crossing Guards and all other civilian employees of the Police Department.

At the present time, the Syracuse Police Department ("Department") is comprised of an authorized strength of approximately 500 sworn full-time positions.

The last collective bargaining agreement between the parties covered the period which commenced on January 1, 1993 and ended on December 31, 1997. Thereafter, the parties were subject to an Interest Arbitration Award for the period which commenced on January 1, 1998 and ended on December 31, 1999 (*Matter of City of Syracuse and Syracuse Police Benevolent Association*, Thomas N. Rinaldo, Esq., Chair; PERB Case IA98-012, Award dated 1/27/99) The provisions of the Rinaldo Award were included in a redrafted Agreement for 1998-99 (Union Exhibit 2-1A).

Thereafter, the parties were subject to an Interest Arbitration Award for the period which commenced on January 1, 2000 and ended on December 31, 2001 (*Matter of City of Syracuse and Syracuse Police Benevolent Association*, Jeffrey M. Selchick, Esq., Chair; PERB Case IA099-026, Award dated 11/30/00¹).

Prior to the expiration of the term covered by the 2000-01 Interest Arbitration Award, the parties began negotiations for a successor contract, but such negotiations were unsuccessful. Thereafter, acting pursuant to the rules of procedure of PERB, impasse was declared and a PERB appointed Mediator met with the parties. Mediation was also unsuccessful, and on July 30, 2002, the PBA 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 August 29, 2002 (Joint Exhibit 2), and thereafter, on September 3, 2002 the undersigned Public Arbitration Panel was designated by PERB, pursuant to Section 209.4 of the NYS Civil Service Law, for the purpose of making a just and reasonable determination of this dispute (Joint Exhibit 3).

¹ Referred to herein simply as 2000-01 Award.

Hearings were conducted before the undersigned Panel in the City of Syracuse on September 19, and October 9 and 10, 2002. At all hearings, both parties were represented by Counsel and by other representatives. Both parties submitted numerous and extensive exhibits and documentation, including briefs, and both parties presented extensive arguments on their respective positions.

Thereafter, the Panel fully reviewed all data, evidence, argument and issues submitted by both parties. After significant discussion and deliberations at the Executive Sessions, held on March 19, April 8 and July 8, 2003,² a majority of this Panel, consisting of the Panel Chairman and the Employee Organization Panel Member, reached agreement on the terms of this Interest Arbitration Award.³ At the request of the parties, a Summary of Award was issued on July 14, 2003 with the understanding that the Opinion would follow. That Opinion is set out herein, along with the Award.

The positions originally taken by both parties are quite adequately specified in the Petition and the Response, numerous hearing exhibits, and post-hearing briefs, which are all incorporated by reference into this Award. Such positions will merely be summarized for the purposes of this Opinion and Award.

² The delay was due to the unavoidable personal circumstances of the Panel Chairman.

³ Accordingly, all references to "the Panel" in this Award shall mean the Panel Chairman and the Employee Organization Panel Member.

Accordingly, set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the parties' contract for the period January 1, 2002 through December 31, 2003.

In arriving at such determination, the Panel has specifically reviewed and considered the following factors, as detailed 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.

COMPARABILITY

Section 209.4 of the Civil Service Law requires that in order to properly determine wages and other terms and conditions of employment, the Panel must engage in a comparative analysis of terms and conditions with "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."

The PBA contends that Syracuse police should be compared on a primary basis with the other large upstate cities of Albany, Buffalo and Rochester. Additionally, the PBA argues that the Panel should consider the wages and other benefits enjoyed by other Onondaga County local police departments which either are contiguous or very close to the City; specifically, Camillus, Clay, Dewitt, Geddes and Manlius. The PBA has presented current collective bargaining agreements from all of the cited jurisdictions, for review by the Panel.

The City maintains that in determining the appropriate comparables for Syracuse police, the Panel should consider Albany, Buffalo and Rochester, but must appropriately look beyond those cities as well. The City argues that a more appropriate comparison for Syracuse police would be to review the universe of the ten largest upstate cities including Syracuse: Albany, Binghamton, Buffalo, Niagara Falls, Rochester, Rome, Schenectady, Syracuse, Troy and Utica.

The City further argues that members of the Syracuse police department have little in common with the duties, tasks and problems faced by police in towns which are generally suburban communities, and it is simply not appropriate to compare Syracuse

salaries with those of suburban, rural and local police who perform a very different job under very different daily circumstances.

Panel Determination

The Panel Chairman previously addressed the issue of appropriate comparables for Syracuse police in the Opinion and Award for the period 2000-2001. In that interest arbitration proceeding, the Panel Chairman considered that Arbitrator Rinaldo had addressed the issue as well in his Award for 1998-99. As indicated by Arbitrator Rinaldo:

"This Panel agree 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." [Rinaldo Award at p.8]

As is generally the case in interest arbitration, the question of the appropriate comparable communities was raised by the parties in the previous proceeding held before the Panel Chairman. In the 2000-01 Award, after due consideration and review, the Panel Chairman, with the Employer Panel Member, agreed with the Rinaldo Panel that the most appropriate comparable police departments to Syracuse were those of the larger upstate cities of Albany, Buffalo and Rochester (Award pp. 7-8). As stated therein:

"The comparison of the major upstate cities as the primary comparables is based on the fact that the population, size of police departments, urban setting, and other overall similarities are greater with Albany, Buffalo and Rochester than with the other upstate cities cited or with local suburban police departments in Onondaga County or otherwise contiguous to the City of Syracuse. Cities have different problems and concerns than villages and towns, particularly in the range of services provided and the needs of the citizens so served."

The Panel Chairman has again reviewed and considered the appropriate comparables as required by the statutory criteria. While salaries of police in surrounding jurisdictions may be of interest generally, the Panel Chairman continues with the previously expressed view cited *infra* that towns simply do not have the same problems and issues inherent in policing a large city such as Syracuse.

Further, the Panel finds that while there are clearly differences in size, population and character of the largest upstate cities, they have more in common with each other than with any of the smaller upstate cities cited by the Employer herein as appropriate comparables. The similarities are most relevant when judging comparable working conditions for police. The level, frequency and complexity of the criminal climate is similar in the large upstate cities, and cannot be realistically compared to the smaller upstate cities. Without question, the larger upstate police departments, and the officers who patrol those city streets, have a more difficult job than their colleagues in the smaller upstate cities.⁴ Clearly, they are more similar to each other than to the smaller police departments in the smaller upstate cities.

Accordingly, the Panel finds that pursuant to the statutory criteria, the appropriate comparables to Syracuse are the upstate cities of Albany, Buffalo and Rochester.

⁴ Without diminishing the difficulties and dangers faced by all police officers, and recognizing that all of the cities discussed have violent crime activity, this Panel is of the view that policing in the larger upstate cities is more complex, more dangerous and warrants greater compensation than provided to police officers in the smaller upstate cities.

WAGES AND ABILITY TO PAY

PBA Position

The PBA maintains that the City clearly has the financial ability to pay for fair and equitable increases, which it has requested in the nature of a 10% salary increase for each of the two (2) years to be covered by this Interest Arbitration Award. The PBA contends that the evidence presented at the arbitration clearly establishes that notwithstanding the City's protestations, it continues to maintain a sound financial situation. The PBA argues that Syracuse police remain behind their counterparts in the comparable cities and that such wage increases are necessary so that Syracuse police are paid on an equal basis with police officers in the comparable cities of Albany, Buffalo and Rochester.

At the expiration of the 2000-01 Award on 12/31/01, the top salary for a Syracuse Police Officer was \$45,733,⁵ while for the same time period, the top salary for an Albany police officer was \$46,625; Buffalo was \$51,072 and Rochester was \$50,920. A review of recent bargaining agreements/arbitration awards indicate that Albany police have negotiated increases of 3% in each year for 2002 and 2003; Buffalo recently received a 2.25% salary increase effective 7/1/01 with a 2.5% increase effective 7/1/02; and Rochester police recently were awarded through interest arbitration wage increases of 3% effective 7/1/01; 3% effective 7/1/02; 3% effective 7/1/03 and 3% effective 7/1/04. All received additional benefits and compensation, and some received enhanced retirement benefit plans.⁶

⁵ The Panel has used top step salaries (generally after 5 or 6 years of service) as the benchmark for comparison.

⁶ The Panel is prohibited by law from awarding changes and/or increased retirement benefit plans.

The PBA argues that at all levels of compensation, particularly when viewed after a 20 year police career, Syracuse police lag behind their counterparts in Albany, Buffalo and Rochester. Syracuse police are even further behind in terms of compensation when compared to police in surrounding communities. Returning to the comparables used by the Selchick Panel for 2000-01, the PBA maintains when compared with police in the cities of Albany, Buffalo and Rochester, over a 20 year career, Syracuse police are behind almost 2.5% when compared with Albany; 13.5% when compared against Buffalo; and 16.4 % when compared with Rochester. As a result, the PBA maintains in the instant arbitration that the increases it seeks are justified and necessary in order to allow Syracuse police to earn a comparable wage as enjoyed by police officers in other upstate New York cities.

The PBA presented testimony by Edward Fennell, Financial Consultant, to support the argument that the City does indeed have the financial ability to pay the increases sought on behalf of Syracuse police. Fennell, a municipal financial expert, testified that he reviewed the City's financial status and ability to pay the wage increases sought by the PBA. Fennell testified that Syracuse remains a major regional center for industry and continues to attract new development, such as the on again, off again, Destiny Mall project. Referring to the Official Statement issued in August 2002 in support of the sale of Revenue Anticipation Notes (Union Exhibit 1-1), Fennell indicated that the Syracuse economy is stable and diverse and the City projects continued growth. According to Fennell, the City met its budget for the year ending 6/30/02 and at that time had a General Fund balance of \$23.1 million dollars with a fund balance carryover in excess of \$20 million dollars.

Fennell further testified that a new sales tax agreement with the County provides the City with a guarantee of 47.5 million dollars per year plus 2% of any growth. Fennell also found that the City has allocated over \$2.7 million to fund wage increases, which allows for a range of 2% to 3% salary increases and has included police in that allocation (see Union 1-1, p.23). Fennell also indicated the currently the City of Syracuse has a lower tax rate than both Buffalo and Rochester, and the City has additional monies in the budget for non-essential items; money which could be used to fund police raises beyond the monies already budgeted. Fennell testified that these funds, when added to the current positive General Fund balance, will more than adequately provide funds to meet the wage increases sought by the PBA.

As indicated, the PBA maintains that salaries of Syracuse police lag behind salaries of police in comparable communities and that the City has the financial ability to provide necessary raises and other increases sought by the PBA herein.

City Position

The City argues that it simply is not a wealthy city, is not capable of funding the salary increases and other enhancements sought by the PBA, and must maintain a conservative financial position in order to provide necessary services to the residents of Syracuse. The City continues to be in a difficult financial position as it faces a shrinking population and tax base, decreasing sales tax revenues and no increases in State Aid payments.

The City presented the testimony of Kenneth Mokrzycki, City Director of Administration and Ann Rooney, City Budget Director, as to the current and future financial situation faced by the city. Both indicated that the local economy remains relatively stagnant, with no increase in sales tax revenues, which have been capped in an agreement with the County. Revenues have been decreasing and there has been no increase in State Aid for the past 2 years with no future increases projected. Declining interest rates have resulted in less revenues for the City from monies on deposit. Property taxes were increased by 8% in July 2002 and all additional taxes raised therefrom have gone to support an ever more expensive City School District.

To eliminate a budget shortfall due to lack of any increase in State Aid, the City was forced to implement a wage freeze for all employees, eliminated capital projects, initiated a hiring freeze and cut purchasing significantly. The City indicates that the bond rating has fallen to a current "negative outlook" which was in direct response to the City's \$7.5 million dollar budgetary deficit for 2002-03. It must be noted that in an attempt to reduce expenditures, the City has reduced personnel by 249 employees or 13% since 1990. Vacant jobs have not been filled and have subsequently been eliminated from the budget. However, it must be noted importantly that no police positions were affected and in fact the Police Department gained 30 more budgeted positions during the same time period. At the same time, the cost of providing health insurance and other benefits for police has increased at an alarming rate, which has a significant impact on the budget. The City requires additional revenue just to maintain the current level of health and retirement benefits for police and fire, which is projected to cost an additional \$3.8 million dollars.

These increases must be paid and the City cannot afford substantial salary increases in addition to maintaining this ever increasing cost of health insurance and retirement benefits. If anything, the City must achieve additional budgetary cuts and reduce expenditures in order to maintain the required by law balanced budget.

The City indicates that the largest source of revenue funding City operations is the City's share of the 3% Onondaga County sales tax, which provides nearly 33% of General Fund revenues. The City indicates that the current agreement with the County regarding sales tax revenues is capped at \$47.5 million per year, with no more than a 2% increase over the previous year. Due to changes in sharing formulas, the City has been capped in how much sales tax revenue it will receive each year for the next ten years. While the City is guaranteed to receive at least \$47.5 million in sales tax revenues, such share cannot grow more than 2% a year for the next ten years, even if the County's sales tax revenues grow more than 2% each year. As a result, the City maintains that sales tax revenues will never grow enough to provide sufficient support for the police and fire payroll, which is the largest expenditure in the budget at \$53 million.

Once again, with decreasing revenue and a shrinking population and property tax base, the City of Syracuse is being asked to provide above average salary increases for police. It is the position of the City that while Syracuse police are entitled to modest salary increases, they are currently paid a comparable wage. The City recognizes the important and professional services provided by the Syracuse police and has offered salary increases of 0 for 2002 and 2% for 2003. These are the increases accepted by other City unions in recognition of the City's current financial plight. The City maintains that it simply cannot afford to provide more and still provide responsible financial leadership for City residents.

Panel Determination

The issues raised in this interest arbitration are not a matter of first impression for the Panel Chairman. In fact, the facts and positions of the parties are almost identical to those taken in the previous interest arbitration which resulted in the 2000-01 Award. As in the past, the PBA argues that Syracuse police are paid lower than police in comparable jurisdictions while the City once again maintains that it does not have the ability to pay more than the modest increases proposed by the City. And in what should be no surprise to any educated observer, this Panel Chairman has made determinations herein which are consistent with the previous Award.

After reconsideration of the issue of appropriate comparables, and a review of the parties' current arguments, the Panel Chairman continues to find that the appropriate comparables for Syracuse police are the upstate cities of Albany, Buffalo and Rochester. Although there are differences in all in terms of population, geographic size, tax base and revenues and complement of the police department, the upstate cities remain the best comparables as contemplated by the Taylor Law. The Panel does however, agree that it should consider, on a secondary level, police departments in the contiguous geographic area to Syracuse, as well as those of other upstate cities. Such has been the comparable analysis used herein.

And as in the past Award, the Panel again finds, based on the record herein, that
In terms of salary it remains true that Syracuse police are the lowest paid when compared
with Albany, Buffalo and Rochester. Notwithstanding the City's protestations, the Panel
must find that Syracuse police be awarded greater salary increases than offered by the

City. Such are necessary so that Syracuse police do not fall further behind when compared with Albany, Buffalo and Rochester police.

Therefore, the Panel finds that unit members should receive the following general wage increases:

3.0% effective 1/1/02, and retroactive to that date.

2.0% effective 1/1/03 and retroactive to that date.

2.0% effective 7/1/03 and retroactive to that date.

In determining to award such increases, the Panel has carefully considered the financial situation of the City and its claim that it does not have the ability to pay such increases. Based on the relevant financial data presented, it is apparent to the Panel that the City does have the ability to pay the increases herein, but may in fact have to re-budget and perhaps re-allocate resources from other City programs and projects. While it is the observation of this Panel that there is little change in the positions taken by the parties in the proceeding which resulted in the 2000-01 Award, what has changed is the increased need for police services and the additional pressures placed on police officers in the post 911 environment. Police officers everywhere, including those in Syracuse, have shouldered a large portion of the necessary vigilance in achieving our nation's goal of avoiding future terrorist acts. More is expected from police officers on a daily basis. They remain our first and most important line of defense and national security. Paramount to any cities survival is the safety and general welfare of the public. Police officers provide that safety and must be adequately compensated, even if that is at the expense of non-essential City programs and projects. While the City of Syracuse does acknowledge and recognize the important and professional work performed by Syracuse police, that is simply

not enough. They must be compensated in an equitable and fair manner in return for their level of risk, dedication and commitment.

As indicated, in determining the appropriate general wage increases to be provided to Syracuse police officers, the Panel has reviewed all relevant financial data of the City, including the Official Statement accompanying the issuance of Revenue Anticipation Notes in August 2002 (Union Exhibit 1-1) which indicates that the City continues to make progress in providing a balanced budget and operating within existing revenues. The Panel has also reviewed the budget and accompanying financial material for 2002-03, and has also reviewed and considered the constitutional debt limits and margins, based on statistics compiled by the NYS Office of the State Comptroller (see Union Exhibit 1). The Panel finds herein that while the City may have to re-assess and rearrange budgetary priorities, it does have the ability to pay the increases provided herein without having to increase property taxes. As stated by the New York Court of Appeals in the seminal case on ability to pay, City of Buffalo v. Rinaldo, 41 N.Y. 2d 764 (1977):

"...the Taylor Law vests broad authority in the arbitration panel to determine municipal fiscal priorities within existing revenues...The panel might determine that a particular increase in compensation should take precedence over other calls on existing or even diminishing municipal revenues." (At 768).

It is clear that this Panel must engage in a subjective balancing test; and that the hazards of the job of police officer must be balanced against the myriad needs of a large City serving so many diverse groups. It continues to be the view of this Panel that many factors must be considered under the Taylor Law to reach a just and reasonable determination of the proper compensation to be awarded to the Syracuse police herein. The ability of the employer to provide for salary increases must be balanced with the public

safety and welfare, and the obligation to provide Syracuse Police with a fair and equitable wage for the important and dangerous work which they perform.

In making the salary determination herein, the Panel has carefully considered all of the financial data and arguments presented by both parties, and has applied such data to the criteria mandated by statute as specified in Section 209.4 of the Civil Service Law.

Accordingly, and after consideration of the extensive exhibits; documentation, and testimony presented herein; and, after due consideration of the criteria specified in Section 209.4 of the Civil Service Law, the Panel makes the following

AWARD ON SALARY INCREASES

1. Effective January 1, 2002, and retroactive to that date, the base salary schedule for all unit members shall be increased by 3%.
2. Effective January 1, 2003, and retroactive to that date, the base salary schedule for all unit members shall be increased by 2%.
4. Effective July 1, 2003, and retroactive to that date, the base salary schedule for all unit members shall be increased by 2%.
5. The retroactive salary payments awarded herein shall be paid to unit members in one (1) separate paycheck.

LONGEVITY PAYMENTS

Discussion on Longevity Payments

Currently, Syracuse police receive longevity payments commencing after 10 years of service in the amount of \$500, which is increased after 15 years of service to \$700. Longevity payments are traditionally paid on a cumulative basis; by example a Syracuse police officer under the current longevity schedule would earn \$6,000 dollars in longevity payments over a 20 year career.

The PBA seeks changes in longevity payments; specifically that longevity begin after 5 years of service and that payments be increased by \$100 for each additional year thereafter. The City is opposed to any change and/or increase in longevity payments and maintains that the current longevity schedule is adequate and is comparable with that provided to other police officers in comparable jurisdictions.

Upon review the Panel finds that longevity payments are an integral part of compensation for police officers. The record of comparable jurisdictions indicates that Albany police receive \$23,500 more in longevity payments over a 20 year career than Syracuse police; with longevity payments in Albany commencing after 5 years at \$1750. Buffalo police earn \$24,000 more in longevity payments over a 20 year career than Syracuse police; with longevity payments in Buffalo commencing after 1 year of service at \$125. Rochester police earn over \$15,000 in longevity payments over a 20 year career; almost twice as much as that paid to Syracuse police in longevity payments over a 20 year career.

While the Panel recognizes that the City has not budgeted for increases in longevity payments, the fact is that longevity payments for Syracuse police are not comparable with that paid to other police and such payments have not been increased for many years. In that regard, the Panel finds that the longevity payment structure currently provided to Rochester police, as modified herein, represents an appropriate schedule for Syracuse police.

Accordingly, the Panel finds that an increase in longevity payments for Syracuse police is warranted and must occur so that the overall compensation package for Syracuse police is adequate, fair and equitable when viewed against that provided to police in the comparable jurisdictions.

AWARD ON LONGEVITY PAYMENTS

Effective 1/1/03, and retroactive to that date, longevity payments shall be made commencing at six (6) years in the amount of \$300 with \$100 added for each additional year, up to a maximum payment of \$2200 which is attained at 25 years and is paid at that amount for each year of service beyond 25 years.

RANK DIFFERENTIAL

Discussion on Rank Differential

Currently, Syracuse police Sergeants, Lieutenants and Captains receive a rank differential from the lower rank. Specifically, a Syracuse Sergeant earns 10% more than a Police Officer; a Lieutenant earns 9% more than a Sergeant and a Captain earns 8% more than a Lieutenant.

The PBA contends that the current rank differentials paid are inadequate to properly compensate for the responsibilities accepted when an officer achieves a higher rank. Notably, officers in Albany, Buffalo and Rochester receive a greater rank differential than that currently provided to Syracuse officers.

The City maintains that the current rank differential provided to Syracuse officers compares favorably with that provided to officers in comparable jurisdictions and falls in the middle range (see City Exhibit A-41). Further, as previously argued, the City maintains that it does not have the ability to pay any increases in rank differential.

Upon review, the Panel agrees with the PBA that an adjustment in rank differential paid to Syracuse officers is warranted based on the rank differentials paid to Albany, Buffalo and Rochester officers. Generally the rank differential is 13% to 14% greater than the rank below while the Syracuse rank differential is 8% to 10%. The Panel also notes that an increase in rank differential of \$250 for each rank was provided to Syracuse Firefighters as part of their recent contract settlement.

AWARD ON RANK DIFFERENTIAL

1. Effective 1/1/02, and retroactive to that date, each Non-Commissioned and Commissioned Officer in this bargaining unit (Sergeant, Lieutenant, Captain and Inspector) shall have added to their salary \$250 representing an increase in their rank differential.
2. Effective 1/1/03, and retroactive to that date, each Non-Commissioned and Commissioned Officer in this bargaining unit (Sergeant, Lieutenant, Captain and Inspector) shall have added to their salary \$250 representing an increase in their rank differential.
3. The increases in rank differential shall be added to the pay schedule for each member.

HEALTH BENEFITS

Discussion on Health Benefits

The parties have always implemented health care benefits for police and fire and for other City employees through a coalition committee. In the recent settlement for Syracuse Firefighters, modifications in the health care package were made and such modifications are awarded herein for Syracuse police.

AWARD ON HEALTH BENEFITS

Health benefits shall be altered in the same manner and with the same effective dates as provided for the Syracuse Fire Fighters Association, Local 280 in the contract settlement for the period commencing 1/1/02 and continuing through 12/31/05.

COMPENSATORY TIME

Discussion on Compensatory Time

Currently, Article 8.4.1 and 8.4.2 of the collective bargaining Agreement provide that compensatory time may be accumulated with no cap and that unit members may be paid upon separation from service for up to 240 hours of compensatory time earned after 1/1/89.

The PBA proposes that unit members be paid upon separation from service for up to 480 hours of compensatory time, in accordance with the FLSA maximum.

The City is opposed to any increase in the payout of compensatory time as it does not have the ability to pay for such increase.

Upon review, the Panel finds that an increase in the amount of compensatory time which may be paid upon separation from service is warranted and should be at the 480 hour maximum as provided by the FLSA.

AWARD ON COMPENSATORY TIME

Effective 7/1/03, Article 8.4.2 of the Agreement is modified in part to provide that upon separation from the Department, an officer may be paid for up to 480 hours of compensatory time earned after 1/1/89 (new bonus time). There shall be no change on the amount of compensatory time which may be accumulated (no cap) and no change in any custom and/or practice which may exist regarding the accumulation and payment of other compensatory time (old bonus time).

CALENDAR CREEP/LAG PAYROLL

Discussion on Calendar Creep/Lag Payroll

There is a problem which occurs every few years when there are 27 pay periods in a calendar year. To eliminate that problem, the Panel has found that the City shall issue 27 bi-weekly paychecks consisting of 1/26th of the applicable yearly salary.

AWARD ON CALENDAR CREEP/LAG PAYROLL

Calendar creep shall be eliminated by the City paying members of this bargaining unit with 27 bi-weekly paychecks consisting of 1/26th of the applicable yearly salary.

JURY DUTY

Discussion on Jury Duty

Recently, police officers who had previously enjoyed an exemption from jury service have now been called to serve on criminal and civil juries in both State and Federal courts. Police officers who serve on juries are currently required to work their regularly shift that day, which may involve the police officer working without benefit of adequate rest time.

The PBA proposes that when a unit member is required to serve on a jury, he/she shall be relieved from their shift on that day and shall be paid his/her regular salary. Any stipend provided for service on the jury shall be remitted to the City promptly upon receipt by the unit member.

AWARD ON JURY DUTY

Effective 7/1/03, all bargaining unit members who are required to serve on jury duty shall be relieved from their shift on that day and shall be paid their regular salary. Any stipend provided for service on the jury shall be remitted to the City.

GENERAL MUNICIPAL LAW §207-C PROCEDURE

Discussion on General Municipal Law §207-c Procedure

Currently in the collective bargaining agreement, there is no procedure concerning implementation, administration and appeals regarding benefits provided pursuant to General Municipal Law §207-c as applicable to Syracuse police officers.

The PBA proposes adoption of a procedure which includes *inter alia* final and binding arbitration for the resolution of all disputes related to determinations made by the City regarding benefits applicable under General Municipal Law §207-c.

The City is opposed to adoption of any such procedure at this time and argues that such procedure should be left to the parties to negotiate and agree upon and that since this procedure may add to the City's financial burden, it is inappropriate to adopt this procedure at this time.

Upon review, the Panel notes that in the recent contract settlement involving the Syracuse Firefighters, the parties adopted a General Municipal Law §207-a Procedure. The Panel finds that a similar procedure should be adopted for Syracuse police.

AWARD ON GENERAL MUNICIPAL LAW §207-c PROCEDURE

The parties agree to implement a General Municipal Law §207-c Procedure, providing for arbitration to resolve disputes, similar in all aspects to the procedure implemented for the Syracuse Fire Fighters Association, Local 280 in the contract settlement for the period commencing 1/1/02 and continuing through 12/31/05. Any disputes regarding the specifics of the procedure shall be resolved by Arbitrator Jeffrey M. Selchick.

SERGEANTS REPORT COLLECTION TIME

Discussion on Sergeants Report Collection Time

As a result of a previous grievance between the parties, a settlement was reached during 2002 with the assistance of Arbitrator Bantle, which settlement provided that Sergeants assigned to the Patrol Division would be paid on an annual basis forty (40) hours at the overtime rate of time and one-half (1.5) for time spent on report collection. The parties desire to make such settlement a permanent part of the collective bargaining agreement.

AWARD ON SERGEANTS REPORT COLLECTION TIME

The 2002 grievance settlement reached by the parties with the assistance of Arbitrator Bantle shall be continued and appropriate language shall be placed in the Agreement to insure that each Sergeant assigned to the Patrol Division shall be paid on an annual basis in September of each year for forty (40) hours at the overtime rate of time and one-half (1.5) for time spent on report collection.

TRANSFER UPON DOWNSIZING

Discussion on Transfer Upon Downsizing

Recent situations have resulted in the downsizing, elimination and/or disbanding of units within the Police Department. The parties desire to confirm that in such situations, transfer from a unit shall be based on seniority, with the least senior member being the first to be transferred in the event of downsizing, elimination or the disbanding of a unit. In the event of such transfer, the members transferred shall be assigned to available shifts and/or assignments in accordance with their seniority, except for specialized assignments. Thereafter, a member may transfer to future vacant shifts and/or assignments in accordance with seniority status, except for specialized assignments.

AWARD ON TRANSFER UPON DOWNSIZING

The Agreement shall be modified to provide that when a unit is downsized, eliminated or disbanded, members shall be transferred from the unit based on seniority, with the least senior member being the first to be transferred in the event of downsizing, elimination or the disbanding of a unit. In the event of such transfer, the members transferred shall be assigned to available shifts and/or assignments in accordance with their seniority, except for specialized assignments. Thereafter, seniority shall be utilized for all transfers to future available shifts and/or assignments, except for specialized assignments.

REMAINING ISSUES

Discussion on Remaining Issues

The Panel has reviewed in great detail all of the demands and proposals of both parties, as well as the extensive and voluminous record in support of said proposals. The fact that these proposals have not been specifically addressed in this Opinion and Award does not mean that they were not closely studied and considered in the overall context of contract terms and benefits by the Panel members. In interest arbitration, as in collective bargaining, not all proposals are accepted, and not all contentions are agreed with. The Panel, in reaching what it has determined to be a fair result, has not addressed or made an Award on many of the proposals submitted by each of the parties. The Panel is of the view that this approach is consistent with the practice of collective bargaining. Thus, we make the following award on these issues:

AWARD ON REMAINING ISSUES


Except for those proposals and/or items previously agreed upon by the parties herein, any proposals and/or items other than those specifically modified by this Award are hereby rejected.

RETENTION OF JURISDICTION

The Panel Chairman hereby retains jurisdiction of any and all disputes arising out of the interpretation of this Opinion and Award.

DURATION OF CONTRACT

Pursuant to the provisions of Civil Service Law Section 209.4(c)(vi) (Taylor Law), this Award provides an Agreement for the period commencing January 1, 2001 and ending December 31, 2003.

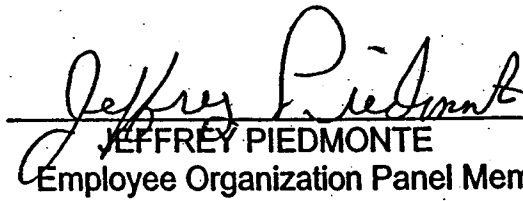


JEFFREY M. SELCHICK, ESQ.
Public Panel Member and Chairman

9-15-03

Date

[Concur]
 [Dissent]




JEFFREY PIEDMONTE
Employee Organization Panel Member

9-12-03

Date

[Concur]
 [Dissent]



JOHN C. BLACK, JR., ESQ.
Employer Panel Member

9-12-03

Date

STATE OF NEW YORK)
COUNTY OF ALBANY) ss.:

On this 15th day of September 2003, 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.

Richard J. Dautner

Notary Public

*Qualified in Schoenelade, County
Registration No. 02DA4852130
Commission Expires January 6, 2006*

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On this 12th day of September 2003, before me personally came and appeared Jeffrey Piedmonte, 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.

Patricia A. Obey
Notary Public

PATRICIA A. OBEY
Notary Public, State of New York
No. 34-8174225
Qualified in Onondaga County
Commission Expires November 30 2006

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On this 12th day of September 2003, before me personally came and appeared John C. Black, Jr., 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.

Virginia Fahey
Notary Public

VIRGINIA FAHEY
Notary Public in the State of New York
Qualified in Onondaga Co. No. 01FA4796032
My Commission Expires February 28, 2007