

State of New York Public Employment Relations Board

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IN THE MATTER OF INTEREST ARBITRATION :
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 between :
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CITY OF ROCHESTER :
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 and :
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ROCHESTER POLICE LOCUST CLUB, INC. :
 :
PERB Case No. 1A-82-28 :
----- M82-299 ----- x

NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED
MAY 9 - 1983
CONCILIATION
OPINION AND AWARD

May 5 , 1983

Before
PUBLIC ARBITRATION PANEL

Herbert L. Marx, Jr.
Public Panel Member and Chairman

Barry C. Watkins, Esq.
Employer Panel Member

Peter J. Reilly
Employee Organization Panel Member

I N T R O D U C T I O N

This matter was heard and resolved as directed by the State of New York Public Employment Relations Board under the terms of statutory provisions applicable to compulsory interest arbitration pursuant to Civil Service Law, Section 209.4, as amended. At issue are the terms of a new collective bargaining agreement (the "Agreement") to be effective as of July 1, 1982 between the City of Rochester (the "City") and the Rochester Police Locust Club, Inc. (the "Club"). The Agreement is to supercede the previous collective bargaining agreement in effect from July 1, 1980 to June 30, 1982.

Representatives of the City and the Club met for the purpose of negotiations in numerous meetings between January and June 1982. Thereafter, mediation services of the Public Employment Relations Board were requested and received. Accord on a new agreement was not reached.

Under required procedure a three-person Public Arbitration Panel (the "Panel") was designated on November 15, 1982 to hear the dispute and render an award. (Owing to the illness of Employer Panel Member Gerald C. Cooper, the Public Employment Relations Board subsequently designated Barry C. Watkins, Esq. as the Employer Panel Member).

By mutual agreement of the parties, the City and the Club filed comprehensive pre-hearing briefs with the Panel, which

were received on January 26, 1983. After due notice, a hearing was held in Rochester on February 10, 1983. Representatives of the City and the Club waived the right to a stenographic record of the proceedings. The parties were offered full opportunity to present evidence and argument. The parties agreed that the matter was properly before the Panel for resolution.

The parties submitted post-hearing briefs to the Panel which were received on March 10, 1983. The Panel Members met in executive session in Albany on March 30, 1983 to consider their findings.

The collective bargaining unit consists of 608 employees, including the grades of Police Officer, Investigator, Detective, Sergeant, Lieutenant, and Captain.

O P I N I O N

In addition to and as part of the arguments by the parties and in reaching a "just and reasonable determination of the matters in dispute", the parties took into consideration the following factors as required by 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.

The Panel notes at the outset that the respective positions of the parties were reasonable and well documented. Of greater importance, the City and the Club put forward proposals on salary levels and benefits which were relatively close to each other, at least in comparison to many other public employment collective bargaining confrontations.

In their presentations the parties fully discussed the "ability to pay" of the City. Because of the relative proximity of the parties' economic proposals, however, the relative "ability to pay" arguments take on somewhat less importance in this situation than would be the case elsewhere.

Likewise, there has been an easing of continued inflation, as measured by the Consumers Price Index, over the months since the proposed effective date of the Agreement. The effect of the rising cost of living thus takes on less significance than had been the case in previous years.

As to comparative data, the City placed its greatest emphasis on the terms of a collective bargaining agreement reached with its Fire Fighters' collective bargaining unit for the period from July 1, 1981 through June 30, 1984. As

to salary adjustments, as well as other matters, the City argued that changes negotiated by the Fire Fighters for the second and third years of its current agreement should, in effect, apply to the terms of a new two-year agreement with the Club. As will be seen, the Panel gave serious consideration to this argument. The Panel also found merit, however, in the Club's argument that its proposals in all matters deserve entirely separate consideration; that it need not be bound by collective bargaining which took place more than a year ago as part of a three-year agreement; and that problems and solutions for the Police Department may differ widely from that of the Fire Department.

Consideration now turns to the basis of the Panel's findings.

SALARY SCHEDULES

The Club proposed that salaries for each step of each pay bracket be increased by 8½ per cent for each of two years (1982-83 and 1983-84). In so proposing, the Club argued for the retention of the existing 15 per cent differentials between Police Officer and Sergeant, Sergeant and Lieutenant, and Lieutenant and Captain. The City proposed salary increases for all brackets of \$1,741 for 1982-83 and \$1,930 for 1983-84. This represented an equivalent of salary increases for Police Officers at the top step of 8 per cent and 8.21 per cent,

respectively. Since the City's proposal was in equal dollar amounts for all grades, however, the proposal represented overall average salary increases of 7.61 per cent and 7.84 per cent, respectively, in each year.

For basis of comparison the Club reviewed salaries of other police departments in Monroe County. The City, on the other hand, concentrated its comparisons on the ten largest cities in upstate New York. The Panel found obvious merits in both types of comparisons, since one is concerned with the surrounding labor market and the other is concerned with comparable communities with similar public safety responsibilities. Underlying all such comparisons, however, was the City's emphasis on a settlement equivalent to that granted to the Fire Fighters. In addition, the City put forth arguments, persuasive to the Panel, which concerned the compensation level of employees in the higher grades as compared with similar positions in other locations. The Club argued that the 15 per cent differential between the higher grades has been in effect over an extended period and operates as a worthy incentive, not to be lightly disturbed.

The salary schedules determined by the Panel attempt to reconcile these differences. Salary increases for Bracket 90 (Police Officers) amount to 8 per cent and 8.21 per cent, respectively, in 1982-83 and 1983-84. For 1982-83 percentage increases are maintained (8 per cent for Bracket 91; 7.5 per cent

for Bracket 92; 7.25 per cent for Bracket 94; and 7 per cent for Bracket 95). In the second year, however, the Panel has accommodated the City in reducing the differential between grades.

The Panel has not disturbed certain other existing relationships, such as the placing of Bracket 93 at the mid-point of Brackets 92 and 94, and the placement of Bracket 90, Steps A and B at \$100 less than Bracket 92.

INSURANCE BENEFITS

The Panel has provided for the continuation of the same hospital/surgical insurance benefits and dental benefits as in 1980-82. Based on comparative data, the Panel is persuaded, however, that the burden of premium cost on employees should be substantially reduced. The Award does provide for employees to continue to share in the cost of the hospital/surgical benefits plan.

MISCELLANEOUS PROVISIONS

The Award is self-explanatory as to changes in shift adjustment pay, holidays, training time, calculation rate, and release time. In every instance the Panel has considered previous bargaining history and comparative data relative to other units. In addition, for these items, the Panel has attempted to meet problems raised by each party as to the

existing agreement without unduly penalizing the other party.

OTHER MATTERS

The Panel gave full consideration to a number of other proposals presented by the City and the Club and has taken into consideration the arguments set forth in their behalf. All of these have been rejected by the Panel for inclusion in the new Agreement. Some of these proposals, in the Panel's view, are best left for bilateral resolution by the parties in the future. Others would appear to disturb language and benefits only recently negotiated.

Having considered all the factors required by law as well as the testimony, evidence and arguments thoroughly and effectively presented by the parties, the Arbitration Panel therefore makes the following

A W A R D

The collective bargaining agreement between the City of Rochester, N. Y. and the Rochester Police Locust Club, Inc., effective July 1, 1980 to June 30, 1982 shall remain in full force and effect with the following changes:

1. The duration of the Agreement shall be from July 1, 1982 to June 30, 1984.
2. ARTICLE 3, SECTION 1 (Salary Schedules) shall read as shown in the following page:

ARTICLE 3. SECTION 1

A. EFFECTIVE AS OF THE BEGINNING OF THE FIRST PAYROLL PERIOD AFTER JUNE 30, 1982:

<u>BRACKET</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP A</u>	<u>STEP B</u>
90	\$18,864	\$19,640	\$22,216	\$23,506	\$25,328	\$26,808
91			23,882	25,271		
92			25,428	26,908		
93			27,302	28,890		
94			29,175	30,871		
95			33,475	35,422		

B. EFFECTIVE AS OF THE BEGINNING OF THE FIRST PAYROLL PERIOD AFTER JUNE 30, 1983:

<u>BRACKET</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP A</u>	<u>STEP B</u>
90	\$21,138	\$21,856	\$24,241	\$25,436	\$27,225	\$28,602
91			25,784	27,070		
92			27,325	28,702		
93			29,100	30,579		
94			30,874	32,455		
95			34,956	36,776		

3. ARTICLE 2, SECTION 2 (Differential) shall be changed to read as follows:

Effective July 1, 1983, there shall be maintained the following differentials in the salary schedules:

Between Police Officer at Bracket 90, Step 4 and Sergeant --

12.84%

Between Sergeant and Lieutenant -- 13.08%

Between Lieutenant and Captain -- 13.31%

4. ARTICLE 3, SECTION 6 (Shift Adjustment) shall remain in effect until June 30, 1983. Effective July 1, 1983, it shall be changed to read as follows:

Members assigned to patrol platoons 1, 3, or 4, or their equivalent, shall receive a 20¢ per hour adjustment for each scheduled hour during such shift for which the employee is paid, except that an employee on sick or injury leave for five (5) or more days shall not receive a shift adjustment for the period of sick or injury leave. This adjustment shall not be part of a member's base salary.

5. ARTICLE 6, SECTION 1 (Recognized Holidays) shall be amended to provide twelve (12) holidays during the 1983-84 contract years. To accomplish this, one holiday from the present list of holidays shall be deleted, such day to be selected by

mutual agreement of the Club and the City; if no agreement is reached prior to June 30, 1983, the holiday to be deleted shall be Police Memorial Day. Memorial Day and Veterans Day shall be added to the list of holidays.

For the holidays falling in the 1982-83 contract year, holidays will be paid in December 1982 and December 1983 as prescribed in the 1980-82 agreement. For the holidays falling in the 1983-84 contract year, holidays from Independence Day through Christmas shall be paid in December 1983 and the remainder in December 1984.

6. ARTICLE 11, SECTION 1 (Blue Cross/Blue Shield) third paragraph shall be changed to read as follows:

The City shall pay 80% of the cost of the Plan and Riders as provided above, and members shall pay the remaining 20% on a payroll deduction basis, for both single (non-family) and family coverage.

7. ARTICLE 11, SECTION 4 (Dental Plan) shall be changed to read:

The Dental Plan shall be the GHI (M-1 Plan). The dental benefit shall be non-contributory for members enrolling in the single (non-family) plan. Members electing coverage in the family plan shall contribute 25% of the premium cost for the family plan, and the City shall contribute 75% of the premium cost for the family plan. Effective July 1, 1983, the dental plan shall be non-contributory for members electing coverage in the family plan.

8. ARTICLE 15, SECTION 3 (Court and Training Time):
Effective July 1, 1983, subsection (B) shall be amended by
adding the following:

Notwithstanding the above, all members who are required
to report to In-Service Training scheduled on off-duty hours
contiguous to duty hours shall be compensated at the time-
and-one-half rate but not subject to minimum of three (3)
hours.

9. ARTICLE 17, SECTION 1 (Calculation Rate): Effective
July 1, 1983, this section shall be changed to read as follows:

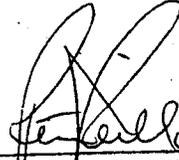
The hourly rate for purposes of holiday pay
shall be determined by dividing the basic annual
rate of compensation by the product of the regular
hours per week multiplied by 52. Holiday pay shall
be based upon the step and bracket of the employee
at the time of each holiday, not upon the step and
bracket at the time of payment.

10. ARTICLE 26 (Release for Club Business and Use of
All Bulletin Boards and Daily Reports): Effective July 1, 1983,
a new Section 9 shall be added to read as follows:

Section 9: (Release Time for Club Business)

The City agrees to place one member on release
time, up to a maximum of 1,300 hours per contract year,

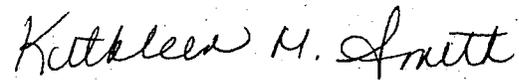
I am dissenting on Items No. 3 & 6. I concur on the remaining items.



PETER J. REILLY
Employee Organization Panel Member

STATE OF NEW YORK)
)
COUNTY OF *Albany*) ss.:

On this *27th* day of April, 1983, before me personally came and appeared Peter J. Reilly, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



KATHLEEN M. SMITH
Notary Public, State of New York
Qualified in Rensselaer County
Commission Expires March 30, 19... *sf*