

NEW YORK STATE
 PUBLIC EMPLOYMENT RELATIONS BOARD
 Case No. IA84-24; M84-304

In the Matter of the Statutory
 Interest Arbitration
 Between
 CITY OF SCHENECTADY
 and
 SCHENECTADY POLICE BENEVOLENT
 ASSOCIATION

PUBLIC
ARBITRATION
PANEL
AWARD
CONCILIATION

The undersigned arbitrators designated pursuant to Section 209.4 of the New York State Civil Service Law, having duly considered the proofs and allegations of the parties, hereby make the following

A W A R D

1. The 1984 base salary of each employee in the bargaining unit shall be increased by 7 % retroactive to January 1, 1985,
2. OVERTIME PAY FOR VOLUNTARY WORK DURING VACATION PERIODS IS DENIED.
- ~~3. SHIFT DIFFERENTIALS ARE DENIED.~~
- 3 SHIFT DIFFERENTIAL PAY IS DENIED.

Dated: October 9, 1985



NATHAN COHEN, Chairman
 Affirm as to paragraphs 1, 2 & 3 above.
 Dissent as to paragraphs above.



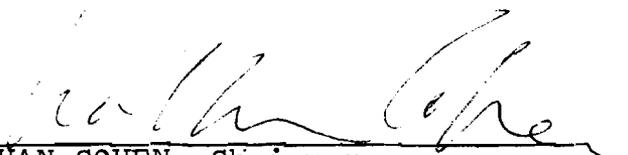
JOHN H. GALLIGAN, Employer Panel Member
 Affirm as to paragraphs 2 and 3 above.
 Dissent as to paragraph 1 above.

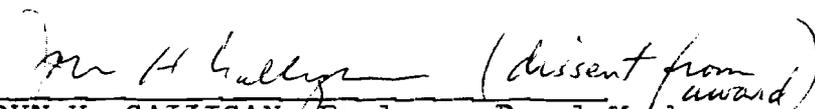


FRANK N. GRASSO, P.B.A. Panel Member
 Affirm as to paragraphs above.
 Dissent as to paragraphs above.

STATE OF NEW YORK
COUNTY OF SCHENECTADY

Pursuant to Section 7507 of the New York State Civil Practice Law and Rules, we hereby affirm that the foregoing is our AWARD in the above captioned matter.


NATHAN COHEN, Chairman


JOHN H. GALLIGAN, Employer Panel Member


FRANK N. GRASSO, P.B.A. Panel Member

NEW YORK STATE PUBLIC EMPLOYMENT
RELATIONS BOARD

Case No. IA 84-24; M 84-304

In the Matter of the Statutory Interest *
Arbitration Between

OPINION OF PUBLIC

THE CITY OF SCHENECTADY *

ARBITRATION PANEL

and *

THE SCHENECTADY POLICE BENEVOLENT
ASSOCIATION *

THE PANEL

Nathan Cohen, Chairman

John H. Galligan, Designated by the City

Frank N. Grasso, Designated by the P.B.A.

APPEARANCES:

For the City

Buchyn, O'Hare and Werner
by Joseph J. Buchyn, Esq.

For the P.B.A.

Grasso and Grasso
by Jane K. Finin, Esq.

This proceeding was commenced and conducted pursuant to the provisions of Section 209.4 of the New York State Civil Service Law. Hearings were held before the Panel on September 11, 12 and 13, 1985 at City Hall in Schenectady, New York. Post-hearing briefs were submitted by both parties.

The parties entered into a three year collective bargaining agreement effective January 1, 1983. That agreement provided for fixed terms for the first two years and a provision for reopening and negotiating salaries for the third year. The parties were unable to

reach agreement during their third year reopener negotiations and the P.B.A. petitioned for this statutory arbitration proceeding. The P.B.A.'s petition described the issues at impasse as "base wages for 1985, shift differential and pay for working vacations."

The City argued that the issues of shift differentials and pay for working vacations are inappropriate for consideration in the context of a contract reopening of limited scope. The Panel agrees with the City that it should not grant these fringe benefit modifications at this time, albeit not necessarily for the same reasons. The Panel notes that the parties are already involved with demands and proposals for a complete successor agreement effective January 1, 1986 and we believe that it is best to defer the consideration of the shift differential and working vacation pay to those negotiations.

With respect to salaries, both parties agree that increases retroactive to January 1, 1985 are appropriate. The only disagreement involves the amount of such increases insofar as the City proposes a 3% salary increase while the P.B.A. seeks 11%.

A substantial portion of the evidence and other materials submitted to the Panel dealt with the City's ability to pay salary increases at this time. It is un-

disputed that the City has a budgetary surplus at this time and can absorb substantial salary increases. However, the City pointed out there are various factors present which, in the near future, can jeopardize the City's present favorable economic situation. Some of these factors involve possibly severe reductions in its sales tax revenues if a contemplated County sales tax is adopted and a similar substantial reduction in real property tax receipts if the legal actions of the General Electric Company to reduce the assessed valuation of its properties in the City are successful. The City argues that it is in the public interest for it to act responsibly and prudently and to resist any excessive increases which might adversely impact on its financial well-being in future years.

The Panel agrees that prudence is in order and that the granting of the entire amount sought by the P.B.A. simply because of the City's current ability to pay would be undesirable.

More appropriate for consideration, in our opinion, would be to base our salary award on comparisons between the working conditions and salaries of the City's police officers and the working conditions and salaries of other employee units in the City and elsewhere. Much of the evidence and other materials presented to the Panel

dealt with such comparisons.

One of the City's exhibits indicates that it negotiated uniform salary increases of 5% for its employees in ten different bargaining units. However, the exhibit does not indicate whether or not additional monies were given those employees in the form of fringe benefits. There was testimony at the hearing that in at least one of the units, that of the firefighters, that in addition to salaries another monetary fringe benefit was increased. Apparently, the firefighters had their longevity payments increased by \$125.00 per year. The parties consider such an increase to be the equivalent of another $\frac{1}{2}\%$ salary increase.

Comparisons of police and firefighters salaries and working conditions appear to be more appropriate than comparisons of police salaries and benefits with those of employees who are not engaged in public safety work. Police and fire employees usually have to have different and frequently higher physical, educational and mental qualifications than is required of employees in other occupations. Also, the almost continuous job training and skills acquisition processes generally found in public safety positions is not commonplace in other job classifications.

Although the City's firefighter and police contracts

were identical for many years, recent developments which created differences in working conditions were highlighted at the hearing by the F.B.A. The available evidence indicates that firefighters have had their work schedules changed to one where they now are on duty for 24 hours continuously and are thereafter off duty for 72 hours whereas police officers work 8 hour shifts with little opportunity for the 72 hour breaks from work which the firemen routinely have every four days. Also, the P.B.A. notes that the City has begun to introduce the one-man police car practice so that patrolmen are subject to the additional stress of working alone whereas firefighters always work in teams accompanied by a superior officer.

Presumably, analogous situations have become apparent in other cities. The widespread parity in the salaries and working conditions of police and fire employees which existed for many years now appears to be disintegrating. A New York State L.A.D.S. analysis of final contract settlements in police and fire units for 1983 and 1984 indicates that average police salary settlements exceeded fire salary settlements in each of those years and that average maximum salaries for upstate police exceeded average maximum fire salaries by \$103.00 in 1983 and by \$288.00 in 1984. For the State, as a whole, the

disparity is even greater as average maximum police salaries exceeded average maximum fire salaries by \$1,439.00 in 1983 and \$1,729.00 in 1984.

Insofar as police salaries in general are concerned, an exhibit submitted by the City to show that the 1984 maximum police salary in Schenectady was the second highest in eleven upstate communities, also showed that the average salary increase granted by the ten other cities for 1985 salaries was approximately 6.8%. An exhibit embodying a P.B.A. survey of thirteen 1985 police settlements in the Schenectady area indicates that such settlements averaged 7.02%.

Comparisons of police salaries with salaries paid in private industry could not readily be made as there are few, if any, equivalent occupations in private industry. Also, although the City urged that the increase in the Consumer Price Index in the past year should serve as an indication of what police salary increase would be appropriate, the City's own exhibits show that in past years the increases in the Consumer Price Index rarely, if ever, approximated the salary increases received by the police.

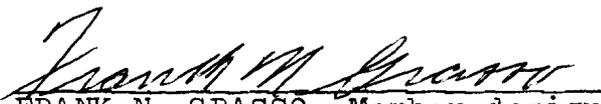
It is the conclusion of a majority of this Panel, based on the various factors discussed above, and in view of the fact that no other modifications are now being made in either the fringe benefits or the working con-

ditions of the employees in the P.B.A. unit, that an increase of 7% of the 1984 base salary of each employee in the P.B.A. unit is appropriate and that such increases should be made retroactive to January 1, 1985.



NATHAN COHEN, Chairman

JOHN H. GALLIGAN, Member designated
by the City



FRANK N. GRASSO, Member designated
by the P.B.A.

Dated: October 7, 1985