

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL



In the Matter of the Arbitration
between
THE CITY OF WATERTOWN,
Public Employer,
-and-
WATERTOWN POLICE BENEVOLENT ASSOCIATION,
Employee Organization.
PERB Case No. IA96-034; M96-278

**OPINION
AND
AWARD**

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

Rocco A. DePerno, Esq., Counsel
Employee Organization Panel Member

Mary M. Corriveau, Assistant City Manager
Public Employer Panel Member

OFFICE OF THE CLERK OF THE PUBLIC EMPLOYMENT RELATIONS BOARD
WATERTOWN, NEW YORK

MAY 1 1996
CONCILIATION

APPEARANCES:

For City of Watertown:

Slye and Burrows
Robert J. Slye, Esq., of Counsel

For Watertown Police Benevolent Association:

DePerno, Khanzadian, McGrath & LaLonde
Ann McGrath, 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, to make a just and reasonable determination of a dispute between the City of Watertown ("City") and the Watertown Police Benevolent Association ("PBA").

The City of Watertown, consists of an area of approximately nine square miles, and is the County seat of Jefferson County. The City is located in the northern part of New York State on the Black River, eleven miles west of Lake Ontario, twenty two miles southeast of the St. Lawrence River, and approximately seventy miles north of Syracuse. The City is listed in the 1990 census as having a population of almost 30,000 people. Agribusiness, services, tourism, manufacturing, and government agencies provide employment. Watertown also serves as the center of health services for the region, with a hospital, nursing homes and various specialty treatment centers. Also nearby is Fort Drum, the largest Army installation in the northeast, with a military related population of over 12,000, with resultant employment and economic benefits to the City (see PBA Exhibits 1 and 5). Notwithstanding such positives, the City has suffered the loss of major retail businesses in the downtown area and in 1994 received designation as an Economic Development Zone.

The PBA is the certified bargaining agent for all employees of the Police Department in the positions of Police Officers, Sergeants and Lieutenants. There are currently 60 sworn Department members in the bargaining unit.

The last collective bargaining agreement between the parties covered the period which commenced July 1, 1993 and ended June 30, 1996 (Joint Exhibit 1). Prior to the expiration of the 1993-96 Agreement, the parties began negotiations for a successor contract, but such negotiations were unsuccessful, and thereafter, the parties reached impasse. Subsequent mediation by a PERB Mediator was unsuccessful, and thereafter the PBA filed a Petition for Interest Arbitration, dated January 20, 1997, pursuant to Section 209.4 of the Civil Service Law (see Petition, Joint Exhibit 2).

The City filed a Response to said Petition on February 4, 1997 (see Response, Joint Exhibit 3), which Response included the City's proposals to be submitted to interest arbitration.

On March 6, 1997, the undersigned Public Arbitration Panel was designated by the Public Employment Relations Board, pursuant to Section 209.4 of the NYS Civil Service Law.

Hearings were conducted before the undersigned Panel in the City of Watertown on July 25 and September 29, 1997. At all hearings, both parties were represented by Counsel and by other representatives. Both parties submitted numerous and extensive exhibits and documentation, and both parties presented argument on their respective positions. After the hearing process was completed, both parties submitted additional exhibits and post-hearing briefs to the Panel.

Thereafter, the undersigned Panel met and engaged in discussions in several Executive Sessions, and reviewed all data, evidence, argument and issues. Notwithstanding significant discussion and deliberations at the Executive Sessions, this Panel was unable to reach unanimous agreement on this Interest Arbitration Award, and the Employer Panel Member has indicated that she will file a Dissenting Opinion, which is attached to and made part of this Opinion and 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.

Set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the parties' contract for the period July 1, 1996 through June 30, 1998.

In arriving at such determination, the Panel has considered the following factors, as specified 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.

SALARY

Discussion on Salary

The paramount issue as articulated by the PBA is the award of an appropriate wage increase so that Watertown police are no longer the lowest paid police when compared to police in similar cities. The PBA is seeking an 8% salary increase for each year of the two years covered by this Award. The PBA maintains that such proposed significant increases are required and justified based on comparable salaries received by police officers in similar cities. The PBA argues that the Watertown police remain the lowest paid police when viewed against the agreed upon comparable cities-Auburn, Cortland, Elmira, Ithaca, Lockport, Ogdensburg, Oswego, Plattsburgh and Rome.

The City responds that when compared with the other cities on the list which also suffer from high unemployment rates, like Ogdensburg or Plattsburgh, that the benefits and job security enjoyed by Watertown police officers must be considered in addition to base salary. Further, the Watertown police are not understaffed, and in fact, its force size is almost exactly average among comparable cities (see City Exhibits 11-13). The City also indicates that major crime statistics are down significantly from 1991 (PBA Exhibit 3).

The City argues that its economic condition is not without concern, as there has been a loss of business in the downtown area, which has resulted in much vacant office and retail space. Of those downtown properties which remain occupied, many are tax exempt, and do not contribute to City revenues. The City also suffers from the second highest rate of unemployment in Jefferson County (City Exhibit 8). As a result, the City was named by the State Legislature as being eligible for additional emergency financial assistance as a distressed city for 1996-97 and 1997-98 (City Exhibit 21). As such, the City has received an additional one million dollars from New York State. This is not income to the City and cannot be used to fund salary and other economic increases for police officers.

The City also argues that increased costs in providing health insurance for City employees, including the police, prevents it from funding the high salary increases sought by the PBA. The City offers the same salary increase received by Watertown firefighters—a 3% increase effective 7/1/96 and a 3% increase effective 7/1/97, but only if coupled with an extensive cost containment package on health insurance, which the firefighters also accepted. The City maintains that when the salaries and benefits of Watertown police are compared with those in cities of a similar economic situation, the City's offer of a 3% salary increase for each of two years is just and reasonable.

In reaching the salary determinations herein, the Panel has considered the current state of the Watertown area's economy, the current unemployment rate (City Exhibits 8 and 9), as well as the current fund balance. The Panel has also considered and reviewed the testimony and financial report prepared by PBA Financial Consultant Fennell, which indicated that the City currently has adequate fund balances to pay the raises and other benefits sought by the PBA in this proceeding. In that regard, the Panel has also considered the testimony of City Comptroller McCauley, and the adopted budget for 1997-98 (Joint Exhibit 4), and particularly the fact that the City is now at 43% of its total tax limit. The Panel has also reviewed the bond prospectus for the hydro project currently undertaken by the City.

The Panel has considered all of the 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.

It is clear that the proper comparables for Watertown police officers are the upstate New York State cities agreed upon by the parties: Auburn, Cortland, Elmira, Ithaca, Lockport, Ogdensburg, Oswego, Plattsburgh and Rome. Those cities are appropriate comparables based on geographic location, population, and the relative size of the police departments which serve them.

As previously indicated, Watertown has a population of approximately 30,000 people and a police department of 60 members. All of the cities considered are close in population and size: Auburn has a population of approximately 31,000 people and a police department of 55; Cortland, with a population of approximately 20,000 people and a police department of 39; Elmira, with a population of approximately 34,000 people and a police department of 76; Ithaca, with a population of approximately 30,000 people and a police department of 72; Lockport, with a population of approximately 25,000 people and a police department of 54; Ogdensburg, with a population of approximately 14,000 people and a police department of 24; Oswego, with a population of approximately 20,000 people and a police department of 45; Plattsburgh, with a population of approximately 21,000 people and a police department of 44; and Rome, with a population of approximately 44,000 people and a police department of 70.

This Panel is of the view that there are many factors that must be considered under the Taylor Law to reach a just and reasonable determination of the proper compensation to be awarded to the Watertown police herein. The issue of Watertown's ability to pay is an important factor that must be given paramount attention, but it must be viewed against the obvious importance

of maintaining an acceptable level of police services which are necessary to protect the citizens of Watertown. The ability of the employer to provide for salary increases must be balanced with the public safety and welfare, and the obligation to provide Watertown police officers with a fair and equitable wage for the important and in many cases, dangerous work which they perform.

As of the expiration of the current collective bargaining agreement on 6/30/96, the top base salary for a Watertown police officer, which is reached after 6 years of service is **\$33,622**. A review of salaries of police officers with similar service experience, in the comparable cities as of 6/30/96 is revealing:

Auburn	\$38,862
Cortland	\$34,539
Elmira	\$35,196
Ithaca	\$42,028
Lockport	\$40,583
Ogdensburg	\$31,176
Oswego	\$36,462
Plattsburgh	\$33,436
Rome	\$38,960

The above data indicates that Watertown police at the top salary earn less than police in all of the above comparable cities with the exception of Ogdensburg and Plattsburgh. Both Ogdensburg and Plattsburgh are north country cities with smaller populations, smaller police departments, and a less stable economic base than that enjoyed by Watertown.

It is the finding of the Panel that the top base salary for experienced Watertown police officers is below that of comparable cities and requires adjustment. However, the salaries for Watertown police sergeants and lieutenants fare better when compared with those of police sergeants and lieutenants in comparable jurisdiction.

As of 6/30/96, a Watertown police sergeant at the top of the salary schedule earned **\$40,498**, while police sergeants in comparable cities earn as follows:

Auburn	\$41,907
Cortland	\$40,234
Elmira	\$42,159
Ithaca	\$49,497
Lockport	\$42,206
Ogdensburg	\$38,642
Oswego	\$40,039
Plattsburgh	\$42,626
Rome	\$42,556

While the Panel finds that Watertown police sergeants require an adjustment to salary for the term of this Award, it is further clear that they require less of an increase than Watertown police officers in order to maintain their salaries when compared to other appropriate police jurisdictions. Simply stated, Watertown police sergeants are not nearly as far behind when compared to other departments as are Watertown police officers. The salary Award contained herein recognizes this fact and provides for a different increase for Watertown police sergeants.

This same conclusion holds true for Watertown police lieutenants. They are being provided an appropriate salary increase herein as well, albeit less than that provided herein for Watertown police officers.

Therefore, after careful consideration and review of all the data and material presented herein, the Panel has concluded that salary increases to Watertown police officers are warranted, and that the City does have the ability to pay such modest increases. Such increases are necessary, and will bring Watertown police up to par when viewed against comparable police departments in upstate New York. These salary increases are based on the comparison with other police jurisdictions, the City's financial ability to pay, and the savings which will be obtained by the City through the changes made in the health insurance program provided to unit members. Those changes in health insurance are discussed *infra*. In determining salary increases to be provided herein, the Panel has also reviewed recent arbitration awards rendered for police in New York State, which data indicates that the average arbitrated increase for 1996 was 4.44% in salary increase (see PBA Exhibit 6, chart 63).

The Panel has therefore determined that Watertown police officers shall receive a 4.5% raise for each of the two years covered by this Award, and that sergeants and lieutenants shall receive an increase of \$1513 for 1996 and \$1581 for 1997.

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

1. Effective 7/1/96, and fully retroactive to that date, the salary schedule for Watertown police officers shall be increased by 4.5%.

2. Effective 7/1/97, and fully retroactive to that date, the salary schedule for Watertown police officers shall be increased by 4.5%.

3. Effective 7/1/96, and fully retroactive to that date, the salary schedule for Watertown police sergeants and lieutenants shall be increased by \$1513.00.

4. Effective 7/1/97, and fully retroactive to that date, the salary schedule for Watertown police sergeants and lieutenants shall be increased by \$1581.00.

5. Effective 7/1/96, Step A for police sergeants shall be deleted from the salary schedule.

6. A revised salary schedule implementing the above findings, and effective for the period commencing 7/1/96 and ending 6/30/98 is attached herein and marked as "Schedule C"

HEALTH INSURANCE

Discussion on Health Insurance

The City currently provides all unit members with a self funded health insurance program, which provides all benefits which were previously provided through the Blue Cross, Blue Select I, Option 4 plan, with enhancements (see Joint Exhibit 1, pp. 23-24). The substantive elements of this health plan are contained in a separate booklet entitled "City of Watertown Health Benefits Plan Booklet" which fully details the conditions and benefits of coverage. The current plan is basically a full indemnity plan after the individual deductible of \$100 per individual and \$300 per family is met. Unit members currently pay \$1 for generic prescription drugs and \$2 for name brand prescription drugs. Only those unit members hired after 6/30/83 make any contribution to the cost of health insurance, with such members paying \$27.50 on a bi-weekly basis (see Joint Exhibit 1, Article 11). There is no dental coverage, although the City does reimburse unit members at specified rates for optical coverage. Enrollment statistics indicate that all unit members are participants in the health insurance plan, including ten members who have spouses who are employed and have available other health insurance coverage (City Exhibit 2).

The City maintains that the current health insurance coverage is simply too expensive, and expenditures have risen close to 50% in a 4 year period. As a result of such increased costs, the City has sought changes from all participating Unions representing City employees. Most recently, the City reached a new agreement with the Watertown Firefighters for the period 1996-99, wherein the Firefighters agreed to several changes in the health insurance program. The City seeks similar changes for members of the police unit.

Specifically, the City seeks the adoption of "usual, customary and reasonable charges" (UCR), which would allow the City to pay only the usual, customary and reasonable charge for all services provided under the health insurance program. While this would not result in any increased costs if participating medical providers are utilized, it could result in a cost to the unit member if a non-participating medical provider is used. The City argues that it should only be required to pay an amount for medical services that is the usual, customary and reasonable amount paid for such services in the Watertown area. The City also seeks 20% co-insurance, with a cap of \$400 per person. This would result in the member paying first the deductible, and then 20% of the next \$2000 in medical costs. The City also seeks an increased co-pay for prescription drugs from \$1 generic/\$2 brand name to \$3 generic/\$10 brand name prescription drugs.

Additionally, the City also wants unit members to have the option to participate in a mail order pharmacy for drugs used for chronic illness, which would require a lesser co-pay of \$1.50 generic/\$3 brand name prescription drugs. The City also seeks an increase in the deductibles from \$100/\$300 per family to \$150/\$450 per family. The City also proposes that unit members assign subrogation rights to the City for personal injury or other claims, which have been paid for by the health insurance.

Regarding retirees, that is, those who retire after the date of this Award, the City seeks a 20% co-pay for prescription drugs. Further, the City proposes that after retirement, if a unit member has health insurance available from another employer or other source, from retirement through age 65, that such other insurance be utilized by the retired member. The City further proposes that the City's obligation to pay premiums for health insurance shall cease when a retiree reaches the age of 65, and would then be eligible for Medicare supplemental coverage. To offset costs to the retiree, the City proposes a Section 457 deferred compensation plan.

Finally, the City seeks to implement a Section 125 plan for all unit members, which would permit the use of pre-tax dollars to fund all of the above, and reduce actual "out of pocket" costs to unit members.

The PBA remains opposed to the health insurance program changes sought by the City, and indicates that concerns over rising health insurance costs were the basis for a change to the current self insurance plan, which was supposedly going to lower the cost of health insurance coverage. The PBA proposes to eliminate the current bi-weekly contribution of \$27.50 which now exists for health insurance coverage for unit members hired post 7/1/83. Those hired post 7/1/83 now constitute the majority of the bargaining unit.

Additionally, the PBA seeks to improve the current optical benefit to provide for additional services and benefits. The PBA also seeks the creation of a dental plan, to be paid for wholly by the City. The PBA supports such proposals by offering data and comparison with other police departments which provide such benefits (see PBA Exhibit 6, charts 73 and 74).

Upon review, the Panel has considered all of the arguments and evidence concerning the current health insurance program, and finds that several changes proposed by the City would provide real cost savings without placing an undue burden on unit members. At the same time, the Panel is of the view that the health insurance savings can be applied to offset some portion of the wage increases provided herein. In awarding the similar health insurance changes and benefits as accepted by the Watertown firefighters recently, the City will be able to have a

consistent health insurance and benefit package for all public safety employees. There must be however, some slight differences from that which the Watertown Firefighters agreed upon with the City. That is the result of the fact that, at this point in time, almost the entire two (2) year term covered by this Award has passed, and it is unworkable and simply not practical to provide or administer health insurance changes on a retroactive basis. An additional consequence is that the City can only achieve limited savings from the health insurance changes due to the limited time left from the term of this Award. Finally, the Panel recognizes that the police are receiving a larger salary increase than that received by the firefighters for the same time period.

Therefore, the Panel adopts that aspect of the City's health insurance proposal that provides for the payment of only the usual, customary and reasonable (UCR) charges for covered medical services provided by non-participating medical providers. This means that if medical services are obtained from a participating provider, the services are covered in full, as the participating provider has agreed to accept the network allowance as payment in full. The Watertown Firefighters have accepted UCR but in various stages-those stages cannot be implemented herein due to the passage of time as discussed *supra*.

Rather, effective within 30 days from the date of this Award¹, the City shall adopt a UCR payment schedule for benefits provided under the health insurance program. In the event a unit member obtains covered medical services from a non-participating provider, the City shall provide full reimbursement of charges denied by the Claims Administrator and balance billed by the provider, per covered service, only for charges denied by the Claims Administrator in excess of \$1500 per year only when balance billed by the provider. The enrollee must provide evidence of balance bill payments for the base \$1500 and the amount over \$1500 (which is eligible for reimbursement. This means simply that there is a \$1500 cap on the amount which a unit member must pay in the event he/she or his/her covered family members are subject to the unreasonable charges exclusion.

It is the intention of this Panel that the UCR provision to be provided to Watertown police officers be the same as that agreed to and implemented for the Watertown Firefighters for the second 12 month period of their Agreement.²

¹ This allows unit members to complete appointments currently made and allows for a brief but reasonable transition period in the event a change in individual medical provider must be undertaken as a result of the adoption of UCR.

² The Panel is aware that the Firefighters are currently in dispute with the City over the applicable UCR reimbursement after the second 12 month period specified. But during the second 12 month period it is clear that they are subject to the \$1500 cap for unreimbursed charges.

Additionally, effective on the date of this Award, the co-pay for prescription drugs shall be increased to \$3 for generic drugs and \$6 for brand name prescription drugs. The City shall also make available to all unit members, effective with the date of this Award, a mail order pharmacy option which will allow purchase of maintenance prescription drugs with a co-pay of \$1.50 for generic drugs and \$3 for brand name prescription drugs.

Also effective on the date of this Award, the City shall institute a Section 125 plan for all unit members.

The Panel also finds that certain changes are warranted for those employees who are hired on or after the date of this Award. First, regarding such new hires, the City's obligation to pay the employee share of health insurance premiums shall cease when the employee attains the age of 65 or dies, whichever comes first. Second, retirement medical insurance paid by the City from the time an employee retires until age 65 shall not be available to the retiree if the retiree or his/her spouse has equal or better paid medical insurance available from any other source (excluding Medicaid). The retired employee shall have the burden of proof that equal or better coverage is not available (including but not limited to copy of insurance policy, employee benefit plan or other documents as may be pertinent). In the event the insurance is not equal or better, the retired employee may, at his/her option accept a cash payment of \$1000 annually in lieu of the

City providing the retired employee with medical insurance. If a retired employee during the period from date of retirement to age 65 ceases to receive medical insurance from the City due to having other alternative coverage under this section, and that alternative coverage subsequently is terminated for any reason, the employee shall be reinstated to the City's medical insurance plan, until he/she reaches the age of 65. A Section 457 deferred compensation plan shall be made available to employees to offset future retirement expenses.

AWARD ON HEALTH INSURANCE

1. Effective 30 days from the Date of this Award, the health insurance program applicable to this bargaining unit shall be modified to reflect the inclusion of usual, customary and reasonable charges (UCR). Effective 30 days from the Date of this Award, reimbursement limits shall be the same as that agreed upon with the Firefighters, and in effect during the second 12 month period of their contract. This provides that in the event a unit member obtains covered medical services from a non-participating provider, reimbursement will be allowed for charges denied by the Claims Administrator in excess of \$1500 per year only when balance billed by the provider. The enrollee must provide evidence of balance bill payments for the base \$1500 and the amount over \$1500 (which is eligible for reimbursement).

2. Effective with the date of this Award, the co-pay for prescription drugs shall be increased to \$3 for generic drugs and \$6 for brand name prescription drugs. Additionally, a mail order pharmacy option shall be provided which will allow purchase of maintenance prescription drugs with a co-pay of \$1.50 for generic drugs and \$3 for brand name prescription drugs.

3. Effective on the date of this Award, the City shall institute a Section 125 payment plan for health insurance premiums for all unit members who contribute towards health insurance coverage.

4. For all new employees hired on or after the date of this Award, the City's obligation to provide health insurance coverage shall terminate when the employee is retired and reaches age 65 or dies. The language contained in Article 10, Section 3 of the collective bargaining agreement between the City and the Watertown Professional Firefighters Local 191, shall be adopted and is hereby incorporated into this Award.

5. For all new employees hired on or after the date of this Award, the City shall not be required to provide health insurance coverage to a retiree if he/she has equal or better paid medical insurance available. The language contained in Article 10, Section 4 of the collective bargaining agreement between the City and the Watertown Professional Firefighters Local 191, shall be adopted and is hereby incorporated into this Award.

COMPENSATORY LEAVE TIME

Discussion on Compensatory Leave Time

Currently, there is no provision in the Agreement which provides for compensatory time off for members of the unit. A provision which previously provided for compensatory time was specifically negotiated out of the contract during negotiations which led to the 1993-96 Agreement (Joint Exhibit 1). In the current agreement, compensatory time may only be earned in lieu of cash payments when working holidays, as outlined in Article 6, Section 2, Paragraph C of the 1993-96 Agreement.

The PBA proposes that unit members have the option of selecting compensatory time in lieu of earned overtime, with said compensatory time to be calculated based on the 1.5 overtime rate of pay.

The City objects to the reintroduction of compensatory time in lieu of overtime as an unworkable concept, and indicates that it is currently difficult to allow unit members to utilize earned vacation.

The Panel finds that the reintroduction of a compensatory leave benefit in lieu of overtime compensation is warranted, as many unit members prefer time off to additional earnings. However, the Panel further finds that compensatory time should be limited to a maximum of 16 hours which may be earned in each year. All compensatory time earned must be cashed out if not

used by June 30 of each year. Such compensatory time shall be cashed out or paid at the salary rate in effect at the time it was actually earned. Use of compensatory time shall be subject to the approval by the Chief of Police or his designee. Such approval shall not be withheld unless the use of such leave time would have a negative impact upon the ability of the Police Department to do the work of the Department. Subject to such constraints, approval of use of compensatory leave time shall not be unreasonably withheld by the Chief or his designee.

AWARD ON COMPENSATORY LEAVE TIME

1. Accordingly, the Panel awards that effective on the date of this Award, unit members may opt to earn compensatory leave time in lieu of overtime. Such compensatory leave time shall be earned and calculated at the overtime rate of 1.5 times regular pay.

2. No unit member may earn more than sixteen (16) hours of compensatory leave time in a year. All compensatory time earned must be cashed out if not used by June 30 of each year. Such compensatory time shall be cashed out or paid at the salary rate in effect at the time it was actually earned. Use of compensatory time shall be subject to the approval by the Chief of Police or his designee. Such approval shall not be withheld unless the use of such leave time would have a negative impact upon the ability

of the Police Department to do the work of the Department. Subject to such constraints, approval of use of compensatory leave time shall not be unreasonably withheld by the Chief or his designee.

LINE-UP PAY

Discussion on Line-Up Pay

Currently, the 1993-96 Agreement provides in Article 4, Section 8, that all unit members shall be paid line-up pay in the amount of \$750 per year.

The PBA seeks an increase in line-up pay compensation of \$450 per year, with said line-up pay to total \$1200 per year.

The City is opposed to any increase in line-up pay, and indicates that the PBA is seeking a 60% increase in a form of pay which is designed to compensate them for being ready at their work location for inspection and briefing 15 minutes prior to the start of the shift.

Upon review, and as part of the total compensation package provided herein, the Panel finds that a modest increase of \$250 in line-up pay is warranted. Such increase, bringing line-up pay to a total of \$1000 per year, shall be effective retroactive to 7/1/96.

AWARD ON LINE-UP PAY

Accordingly, the Panel Awards that effective 7/1/96, compensation for line-up pay shall be increased by \$250 for a total payment of \$1000 per year.

SICK LEAVE BUY BACK AT RETIREMENT

Discussion on Sick Leave Buy Back at Retirement

Currently, Article 4, Section 6 of the 1993-96 Agreement provides that upon retirement, a unit member may sell unused sick leave back, at the rate of 10% of the first 100 days and 20% of the next 80 days, for a total of 26 days for which the member may be paid upon retirement.

The PBA proposes to be permitted to sell all unused sick leave, which may be accumulated up to 180 days.

The City is opposed to increasing the sick leave buy back provision, and in fact counter proposes that the current sick leave buy back provision be eliminated in its entirety.

Upon review, the Panel finds that the majority of comparable police jurisdictions provide for a sick leave buy back upon retirement. Further, most allow anywhere from 33% to 75% of the days to be sold back to the employer upon retirement, for either cash or a credit against the cost of retiree health insurance premiums. Therefore, the Panel finds that a modest increase in the sick leave buy back benefit is warranted for Watertown

police. Effective upon the date of this Award, the sick leave buy back benefit shall be increased to allow the sale of 25% of accumulated sick leave upon retirement, up to a maximum of 45 days.

AWARD ON SICK LEAVE BUY BACK AT RETIREMENT

Accordingly, the Panel Awards that effective on the date of this Award, all unit members shall be allowed, at the option of each, upon retirement to sell back up to 25% of all accumulated sick leave, up to a maximum of 45 days.

UNIFORM CLEANING ALLOWANCE

Discussion on Uniform Cleaning Allowance

Article 14, Section 2(C) of the 1993-96 Agreement provides that each unit member receive a \$50 per year uniform cleaning allowance. Members are provided all necessary uniform replacement through a quartermaster system implemented by the City in 1990 for uniformed officers.

The PBA requests that the uniform cleaning allowance be increased to \$500 per year in recognition of the actual cost of cleaning uniforms.

The City is opposed to any increase in the uniform cleaning allowance, and argues that there is simply no justification for any cleaning allowance, which is a normal cost of going to work for all.

Upon review, the Panel finds that the majority of comparable police jurisdictions provide for a uniform cleaning allowance, which ranges from a low of \$300 per year for Rome police to a high of \$1075 per year for Plattsburgh police officers. Upon review, the Panel takes note of the fact that costs of cleaning have greatly increased within the past few years generally. Additionally, the very active and sometimes violent nature of police work requires daily cleaning of essential items. As a result, the Panel agrees with the PBA that the current uniform cleaning allowance must be increased to more accurately reflect the actual cost of dry cleaning of uniforms and laundering of uniform shirts. Therefore, the Panel finds that the uniform cleaning allowance shall be increased by \$350 per year, effective 7/1/97. As of that date, the uniform cleaning allowance shall be \$400 per year.

AWARD ON UNIFORM CLEANING ALLOWANCE

The Panel awards that effective 7/1/97, the uniform cleaning allowance shall be increased by \$350 to \$400 per year.

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

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

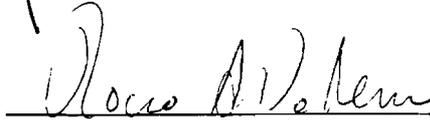
This Interest Arbitration Award covers the period commencing 7/1/96 and continuing through 6/30/98, as provided by the Taylor Law in Section 209.4(c)(vi).



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

6/9/98
Date
of Award

(Concur) ^{AM}
~~(Dissent)~~



ROCCO A. DEPERNO, ESQ.
Employee Organization Panel Member

5-13-98
Date

~~(Concur)~~
(Dissent)



MARY M. CORRIVEAU
Employer Panel Member

6/2/98
Date

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

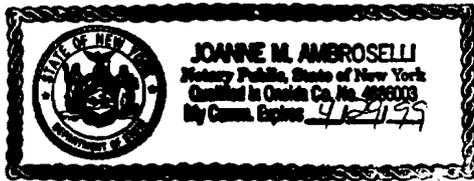
On this ^{June} 9th day of ~~May~~ 1998, before me personally came and appeared Jeffrey M. Selchick, Esq., to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

Cathy L. Selchick
Notary Public

CATHY L. SELCHICK
NOTARY PUBLIC STATE OF NEW YORK
NO. 4830518
QUALIFIED IN ALBANY COUNTY
COMMISSION EXPIRES NOVEMBER 30 1999

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

On this 13th day of May 1998, before me personally came and appeared Rocco A. DePerno, 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.



Joanne M. Ambroselli
Notary Public

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

June
On this 4th day of ~~May~~ 1998, before me personally came and appeared Mary M. Corriveau, 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.

Sonia C. Thompson
Notary Public

SONIA C. THOMPSON
Notary Public in the State of New York
Qualified in Jefferson County, No. 4054433
My Commission Expires 8/14/22

SCHEDULE C

CITY OF WATERTOWN, NEW YORK
 POLICE PAY PLAN - TABLE 1
 ANNUAL RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 1996

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	27,916	29,224	30,593	32,036	33,548	35,135
POLICE SERGEANT	P10		35,135	36,732	38,401	40,164	42,011
POLICE LIEUTENANT	P14	40,164	42,011	43,951	45,987	48,125	50,372

ACADEMY PAY RATE 24,153
 ACADEMY COMPLETION RATE 25,251

TABLE 2
 HOURLY RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 1996
 (BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	13.42	14.05	14.71	15.40	16.13	16.89
POLICE SERGEANT	P10		16.89	17.66	18.46	19.31	20.20
POLICE LIEUTENANT	P14	19.31	20.20	21.13	22.11	23.14	24.22

LONGEVITY PAYMENTS: ACADEMY PAY RATE 11.61
 AFTER 6TH YEAR \$350 ACADEMY COMPLETION RATE 12.14
 AFTER 12TH YEAR \$700
 AFTER 18TH YEAR \$1,050

SCHEDULE C

CITY OF WATERTOWN, NEW YORK
 POLICE PAY PLAN - TABLE 1
 ANNUAL RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 1997

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	29,172	30,539	31,970	33,478	35,058	36,716
POLICE SERGEANT	P10		36,716	38,313	39,982	41,745	43,592
POLICE LIEUTENANT	P14	41,745	43,592	45,532	47,568	49,706	51,953

ACADEMY PAY RATE 25,240
 ACADEMY COMPLETION RATE 26,387

TABLE 2
 HOURLY RATES OF PAY FOR GRADES P6 - P14
 EFFECTIVE JULY 1, 1997
 (BASED ON 40 HOUR WORK WEEK, 40 HOURS X 52 WEEKS = 2080 HOURS)

YEARLY STEP

CLASS TITLE	GRADE	A	B	C	D	E	F
POLICE OFFICER	P6	14.03	14.68	15.37	16.10	16.85	17.65
POLICE SERGEANT	P10		17.65	18.42	19.22	20.07	20.96
POLICE LIEUTENANT	P14	20.07	20.96	21.89	22.87	23.90	24.98

LONGEVITY PAYMENTS:
 AFTER 6TH YEAR \$350
 AFTER 12TH YEAR \$700
 AFTER 18TH YEAR \$1,050

ACADEMY PAY RATE 12.13
 ACADEMY COMPLETION RATE 12.69