

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

IN THE MATTER OF THE ARBITRATION BETWEEN

KENDALL CLUB, POLICE BENEVOLENT
ASSOCIATION,

Employee Organization

and

OPINION AND AWARD

THE CITY OF JAMESTOWN

Employer

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

JUL 02 2001

PERB CASE NO.: IA200-008

CONCILIATION

PUBLIC PANEL MEMBER AND CHAIRPERSON:

THOMAS N. RINALDO
P.O. BOX 1334
WILLIAMSVILLE, NY 14221
716-884-6733

PUBLIC EMPLOYER PANEL MEMBER:

CHARLES W. SHAVER
CAPTAIN
JAMESTOWN CITY POLICE DEPT.
MUNICIPAL BUILDING
JAMESTOWN, NY 14701
716-483-7595

EMPLOYEE ORGANIZATION PANEL MEMBER:

EDWARD W. GUZDEK
PRESIDENT
POLICE CONFERENCE OF
NEW YORK, INC.
112 STATE STREET, SUITE 1120
ALBANY, NY 12207
518-463-3283

APPEARANCES

FOR THE CITY OF JAMESTOWN:

Marty S. Idzik, Esq.
Phillips, Lytle, Hitchcock, Blaine & Huber
8 East Third Street, Suite 307
Jamestown, NY 14702-1279

FOR THE KENDALL CLUB, POLICE BENEVOLENT ASSOCIATION:

Charles S. DeAngelo, Esq.
Fessenden, Laumer & DeAngelo
81 Forest Avenue
P.O. Box 590
Jamestown, NY 14702-0590

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 Jamestown ("City") and the Kendall Club, Police Benevolent Association ("Union" or "PBA").

The City of Jamestown is located in Chautauqua County and covers approximately 9 square miles. The population of the City is 32,229.

The bargaining unit is comprised of a total of Sixty-nine (69) police officers including lieutenants, sergeants, and police officers. Excluded from the unit are the chief, deputy chief and captain. In order to be a Jamestown Police Officer, you must have the equivalent of two years of college or military police experience.

The last Collective Bargaining Agreement between the Parties covered the period from January 1, 1998 to December 31, 1999.

Prior to the expiration of the 1998-99 Agreement, in September of 1999, the Parties began negotiations for a successor contract. Collective negotiations failed, and shortly thereafter, in November of 1999, impasse was declared. Subsequent mediation by a PERB mediator proved unsuccessful, and on July 7, 2000, the Union filed a Petition for Compulsory Interest Arbitration.

The City filed a response to said petition on July 21, 2000, and thereafter, on August 29, 2000, the undersigned Public Arbitration Panel was designated by the New York State Public Employment Relations Board.

A hearing was conducted before the undersigned panel in Jamestown, New York, on February 26, 2001. At the hearing, the Parties presented arguments, submitted exhibits and presented statistical data in an attempt to convince the panel to adopt their proposals. After the hearing process was completed, post-hearing submissions were submitted to the panel.

Thereafter, the Panel met in executive session on June 6, 2001, to review the evidence and arguments presented. After significant discussion and deliberation, the Panel members were able to reach a unanimous decision.

This Panel in arriving at its determination, 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 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 qualification; (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.

AGREED TERMS

The Parties, at the February 26, 2001, arbitration proceeding stipulated and agreed that the following five items shall be included in the Panel's award in this matter:

1. Detective Schedule:

Article 5, Section 3, paragraph (c)(1) of the Collective Bargaining Agreement shall be modified as follows for purposes of the Detectives work week schedule:

(1) The work week shall consist of seven (7) consecutive days beginning with the opening of business at 7:00 a.m. each Sunday, or the tour starting the hour nearest to that time.

2. FTO Compensation:

Raise to four (4) hours per week of non-convertible time, with the understanding that there will be one (1) hour per day of non-convertible time for each day worked.

3. Length of Contract:

Two (2) years.

4. Health & Wellness:

The City shall give the Kendall Club \$2,500.00 for the term of the contract to be used for the purchase of fitness and health equipment.

5. Equalization of Tier I and Tier II:

All Tier I members shall receive the same career officer step benefits as received by Tier II members concerning Step V as referred to in Appendix A-Compensation.

WAGES

CITY PROPOSAL: 3.5 percent across-the-board increase in each year.

PBA PROPOSAL: 6 percent across-the-board increase in each year.

The City presented for this Panel's consideration data on six cities they contend are similar to the City of Jamestown, namely, Auburn, Binghamton, Dunkirk, Rome, Troy, and Watertown. The City suggested that consideration should also be given to the pay and benefits of other municipalities in Chautauqua County, and to the pay and benefits of the Chautauqua County Sheriff's Department.

The PBA presented the following municipalities as comparable communities to the City of Jamestown: Town of Amherst, City of Buffalo, Town of Cheektowaga, Village of Depew, City of Dunkirk, Village of Fredonia, Town of Hamburg, Town of Orchard Park, Town of Tonawanda, Town of Lancaster and Town of West Seneca.

This Panel is of the opinion that municipalities such as the City of Buffalo, Village of Depew, Town of Cheektowaga and Town of Lancaster are not comparable to the demographics or economic conditions that exist in the City of Jamestown. The City of Buffalo is considerably larger than the City of Jamestown with a significantly larger police department. The Village of

Depew, the towns of Cheektowaga and Lancaster, the Panel concluded are not comparable communities because they do not experience many of the problems facing the cities of New York State such as a declining tax base and decreases in population.

Payroll information supplied at the hearing established that, when coupled with overtime and other pay enhancements, Jamestown Police Department Employees are paid on average as follows:

<u>Rank</u>	<u>Max. Base Salary</u>	<u>Avg. Earnings — 2000</u>
Lieutenants	\$54,403.00	\$58,721.69
Sergeants	\$51,676.00	\$56,698.69
Detectives	\$48,150.00	\$55,359.39
Traffic	\$47,027.00	\$57,967.87
Police Officer	\$46,050.00	\$48,928.56

The City contends that the above salary data supports their contention that a City of Jamestown police officer is “very well compensated.” While the City is willing to offer additional pay increases, they caution this Panel not to issue an award that is outside the ability of the City to afford. Regarding ability to pay, the City argues their financial condition is precarious at best, and contend they lack the financial resources to fund the salary and benefits demanded by the Union. According to the City, they experienced a general fund operating deficit in four (4) of the last six (6) years. Calendar years 1999 and 2000 each had deficits exceeding \$1 million dollars. The fund deficit as of December 31, 2000, was approximately \$1.5 million dollars.

Moody’s Investor Services downgraded the City’s bond rating to Baa3 in May, 2000. In doing so, Moody’s stated:

“The Baa3 rating reflects Jamestown’s narrow financial operations, declining general fund balance, high debt burden, and modestly deteriorating tax base.”

The City pointed out that in order to sell the bonds with an “AAA” rating, the City was required to purchase insurance.

The City also pointed out that they received a one-time payment of \$1 million dollars from the State of New York to offset the general operating expenses of the City. According to the mayor, even after applying this \$1 million dollars from the State of New York to the budget for the year 2001, there still is an accumulated deficit of \$1.5 million dollars from previous years.

The City submitted data demonstrating that the population of Jamestown has decreased from 41,818 in 1960 to 31,730 in the year 2000, over a 24 percent decrease in a forty (40) year period. The population decreased 8.5 percent during the ten-year period from 1990 to 2000. Over the same ten-year period, the taxable assessment for the City has decreased from \$205,562,660 in 1992 to \$193,852,016 in the year 2000, a 5.5 percent decrease. When the City is compared with a group of comparable cities, the indication is that Jamestown has one of the highest full-value tax rates, exceeding only Binghamton and Dunkirk. Comptroller Joseph Bellitto testified that each \$200,000 of additional expenses for the City equates to an increase of \$1.00 per thousand in the tax rate.

The City argues that their police officers receive the highest salaries of police units in the County of Chautauqua. The maximum salary for a lieutenant employed by the City of Jamestown is more than \$5,000 than that paid to a lieutenant working in the City of Dunkirk and approximately \$2,500 than that paid in the Chautauqua County Sheriff’s Department. The

maximum salary of a City of Jamestown sergeant is, again, more than \$5,000 than that paid in the City of Dunkirk and \$8,500 more than in the Chautauqua County Sheriff's Department.

The only category in which any Chautauqua County municipality pays a police officer higher than the City of Jamestown is the minimum or starting salary. For example: The Town of Ellicott pays approximately \$1,500 more to a starting police officer, but its maximum payment is almost \$6,000 less. The Village of Lakewood pays approximately \$1,000 more to a starting police officer, but its maximum is, again, almost \$6,000 less. The Village of Fredonia pays approximately \$300 per year for an officer to start, but its maximum is approximately \$2,000 less.

The City argues that because their police personnel are already the highest compensated in the County of Chautauqua, their salary compares very favorable to other cities of similar size and circumstances. Therefore, their 3.5 percent per year increase proposal is an appropriate pay increase.

The Union contends that the City of Jamestown has the ability to pay the salary and benefit demands requested on behalf of their members. To support their claim that the City has the financial resources to fund salary increases, the City presented the testimony of financial expert, Edward Fennell, who testified that the City has not acted fiscally responsible largely for political reasons. It was noted by Mr. Fennell that in an October 3, 2000, Jamestown Post Journal article, the City's Mayor proposed a \$15 tax increase largely because he recognized that prior administrations had not acted responsibly in raising taxes to meet operating expenses thus leading to the City's current financial stress. According to Mr. Fennell, while the City's fiscal problems are of their own making, the long-term financial prognosis for the City is positive but

only if the legislative body wisely responds to the current operating and fiscal obligations of the City. The City, according to Mr. Fennell, should not be allowed to continue to compensate its employees below market rate in order to balance its budget.

Mr. Fennell testified that a City of Jamestown Police Officer is compensated below police officers working in similar departments. Mr. Fennell submitted the following data for our consideration: The Town of Amherst is 17.2 percent and two contractual years ahead of Jamestown; City of Buffalo is 5.8 percent ahead and .5 contractual years ahead; Town of Cheektowaga is 21.3 percent ahead and 2 contractual years ahead; Village of Depew 10.5 percent and .5 contractual years ahead; Town of Hamburg 11.5 percent and 1 contractual year ahead; Town of Lancaster 5.6 percent and 2 contractual years ahead; Village of Orchard Park 12.5 percent and 1 contractual year ahead; Town of Tonawanda 11.8 percent and 1.5 contractual years ahead; and Town of West Seneca 10.8 percent and 1.5 contractual years ahead.

The Union also submitted information that Public Interest Arbitration Panels for police and fire in 1999 and 2000 reflect a number of awards at or above 4 percent, and the New York State Department of Labor Wage Settlement Survey that a 4 percent-plus wage increase is a trend in labor negotiations.

Lastly, the Union argues that the average City of Jamestown Police Officer is exposed to even greater risks than in prior years citing the fact that the number of officers injured went from a low in 1996 of 28 to 40 police officers injured 1999. According to the Union, Jamestown is no longer a quiet bedroom community, but rather a community that is attracting drug dealers from outside the area as demonstrated by Officer David Mitchell who was shot in the face and critically wounded in a drug-related meeting with a potential drug informant.

It is the Union's position that it is time for the City to fairly compensate their police officers for the dangerous and difficult services they provide to the citizens of the City of Jamestown.

DISCUSSION AND AWARD

In reviewing the salary data submitted by the Parties, we find that a City of Jamestown police officer is fairly compensated, particularly when those salaries are compared to comparable municipalities as well as police departments within Chautauqua County. The following salary schedule submitted by the City compares Jamestown police personnel to that of other municipalities we accepted as comparable communities:

Municipality	Salary Yr. Begin.	Salary Officer Min.	Salary Officer Max.	Salary Det. Min.	Salary Investig. Max.	Salary Sr. Investig. Max.	Salary Detect. Max	Salary Serg. Min.	Salary Serg. Max.	Salary Lieu. Min.	Salary Lieu. Max.
Auburn	Ju.-99	\$29,271	\$43,095	\$39,758			\$45,594	\$40,371	\$46,472		
Binghamton		\$28,565	\$44,969						\$49,589		\$53,304
Jamestown	1999	\$31,560	\$46,050				\$48,150		\$51,676		\$53,403
Rome	1996	\$26,865	\$39,837				\$46,622		\$53,514		\$46,622
Troy	1994	\$25,262	\$36,049						\$41,583		
Water-Town	Jul-99	\$27,300	\$39,712					\$39,712	\$47,149	\$45,152	\$56,192
Chau. Co. Sheriff	2000	\$29,578	\$39,520		\$41,101				\$43,014		\$51,934
Dunkirk	Jan-99		\$45,000						\$46,530		\$49,080
Tn. Ellicott	2000	\$33,010	\$40,331					\$44,491	\$45,760		
Fredon.	Jan-00	\$31,855	\$43,996					\$44,876	\$50,181		

James-town	1999	\$31,560	\$46,050				\$48,150		\$51,676		\$54,403
Lake-wood	Jun-00	\$32,853	\$40,336								
Silver Creek	Dec-98	\$25,793	\$34,606						\$36,470		
West-field	Apr-97	\$26,915 .20	\$30,243 .20					\$32,843 .20			

While the above schedule may suggest that Jamestown Police Officers are the highest compensated police officers among the municipalities submitted for comparison by the City, the data is somewhat misleading because, as noted by President Joseph Genco and as affirmed by the City, approximately \$4,000 in benefits is rolled into the wages of a Jamestown Police Officer. Even after this Panel excluded the \$4,000 in benefits, we determined that a City of Jamestown Police Officer is not under compensated as compared to other police officers working in comparable communities.

The fact that this Panel has determined that a City of Jamestown Police Officer is fairly compensated does not mean that wage increases should not be awarded. In fact, the City, has offered a 3.5 percent increase each year, but said offer was rejected by the Union as being inadequate to maintain a City of Jamestown Police Officer's salary at a level equal to other police units the Union believes are similar police departments.

This Panel after carefully studying the data submitted concluded, a salary adjustment closer to what the City is offering will represent a fair wage increase and one that will not allow the salary of a Jamestown Police Officer to fall below that paid to police officers in comparable communities.

Regarding the City's ability to pay, this Panel is cognizant of City's declining tax base

and decreases in population. However, the Panel is persuaded from the budgetary and fiscal information submitted that the City can manage their financial affairs so as to fund the salary increases awarded by this panel without unduly burdening their taxpayers. However, it may require an increase in taxes or an adjustment to the current level of services provided to the residents of the City.

Police personnel provide an essential public service to the community that public officials and residents must be prepared to address and support. It is dangerous and difficult work as was evidenced by the incident involving Officer David Mitchell who was critically wounded in the line of duty. No other public employee except for fire personnel face the same or similar challenges and demands on a daily basis, nor are exposed to the same dangers and risks, as that of a police officer.

This Panel after carefully studying wage comparisons of comparable communities, assessing the hazards of employment of a City Police Officer with other municipal and private employees and, finally, after analyzing the financial resources of the City of Jamestown and their ability to fund any award rendered herein, is persuaded that the following represents a reasonable adjustment of wages:

AWARD

Effective January 1, 2000- 2%
Effective July 1, 2000- 2%
Effective January 1, 2001- 4%

SHIFT DIFFERENTIAL

Current Contract:

No differential provided.

PBA PROPOSAL

Shift Differential:

Effective January 2, 2000, all members will be entitled to a shift differential of Seventy-five Cents (\$.75) for all hours worked between 3:00 p.m. and 11:00 p.m. and One Dollar (\$1.00) for all hours worked between 11:00 p.m. and 7:00 a.m.

Effective January 1, 2001, the shift differential will increase to One Dollar (\$1.00) for the 3:00 p.m. to 11:00 p.m. shift and One Dollar Twenty-five Cents (\$1.25) for the 11:00 p.m. to 7:00 a.m. shift. There shall be a shift differential premium for weekend work at Fifty Cents (\$.50) per hour.

Afternoon differential will be paid if the employee works four (4) or more hours after 3:00 p.m. This is to include any hours worked prior to 3:00 p.m., as long as they are continuous.

Night shift differential will be paid if an employee works four (4) or more hours after 11:00 p.m. This is to include any hours worked prior to 11:00 p.m., as long as they are continuous.

CITY PROPOSAL:

Work Schedule: Article V, Section 3 (pages 4, 5, 6, 7)

- a. Delete Section a - Standard work schedule
- b. Delete Section b - Detective schedule
- c. Delete Section c - Standard workday
- m. Delete Section m - 5/2 adjustment day

The Union is proposing that employees working a 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m. shift should receive extra compensation in the form of a shift differential because of the difficulty associated with working a shift other than a day shift. It is the Union's position that the 3:00 p.m. to 11:00 p.m. and 11:00 p.m. to 7:00 a.m. shifts are physically more demanding on a police officer's body and significantly impact a police officer's lifestyle. In the Union's analysis of comparable communities, ten (10) of the thirteen (13) communities studied pay a shift differential. For example, the City of Dunkirk, the towns of Amherst and Cheektowaga all pay between Seventy-five Cents (\$.75) and One Dollar (\$1.00) for working a shift other than the day shift. The Union pointed out that many of the Chautauqua County communities cited by the City as comparable communities pay their police officers a shift differential. The Union also submitted for our consideration the fact that six (6) interest arbitration awards in 1999-2000 awarded shift differentials and/or increases.

The City contends that the Parties previously negotiated the circumstances that the payment of a shift differential by the City would be appropriate. That provision is Article XIV, Section 5 of the Collective Bargaining Agreement and reads as follows:

If the City of Jamestown decides to go to a permanent shift, the City of Jamestown and the Kendall Club PBA will negotiate and agree to the appropriate differential to be paid the affected Police Officers, before the permanent shift is implemented.

The City contends that their police officers are currently working a four (4) and two (2) schedule and as a result, get approximately Sixteen (16) or Eighteen (18) more days off per year than if they worked a five (5) and two (2) schedule. According to the City, this equates to a premium for the year 2000 of Two Dollars and Forty-one Cents (\$2.41) [2001--Two Dollars and

Seventeen Cents (\$2.17)] per evening hour work for patrolmen who work the four (4) and two (2) shift.

The City noted that other municipalities in the County of Chautauqua work a forty (40) hour week and do not work a four (4) and two (2) schedule, and of the comparable communities presented by the City for review only the City of Auburn police work a four (4) and two (2) schedule.

It is the City's position that, if this Panel should award a shift differential then they should also order the deletion of Sections (3)(a)(c) and (m) so that the department will be able to schedule a forty (40) hour work week.

DISCUSSION AND AWARD

This Panel is not persuaded a shift differential should be awarded. We are of course mindful of the current language that requires the negotiation of a shift differential when the parties agree to implement a permanent shift. The Panel is of the opinion that the payment of a shift differential or a change to a permanent forty (40) hour work schedule is a proper subject left to the Parties in future negotiations.

AWARD

The Union's request to add a shift differential to the current contract is not awarded.

SALARY INCREASE — PLAIN CLOTHES OFFICERS

PBA PROPOSAL:

Those officers assigned to the plain clothes division of the detective bureau will receive an additional \$350 in their base salary rate.

The Union contends a plain clothes police officer experiences greater wear, tear and other damage to their personal garments and therefore should be compensated accordingly. It is the Union's position a modest increase of \$350 will help compensate a plain clothes officer for the added wear and tear to their personal garments.

The City contends that the Union has offered no justification for an additional stipend of \$350 to be paid to plain clothes officers.

DISCUSSION AND AWARD

This Panel is not convinced that the current contract should be amended to award the additional money requested by the Union. There is no compelling evidence before this Panel to support any increase to the current contractual stipend paid to a plain clothes police officer.

AWARD

The Union's proposal for an increase in the stipend paid to plain clothes officers is not awarded.

VACATION INCREASE

Current Contract:

1-4 years — 10 days
5 years — 15 days
12 years — 20 days
17 years — 25 days
20 years — no additional days

PBA PROPOSAL:

1-4 years — 13 days
5 years — 18 days
12 years — 23 days
17 years — 28 days
20 years plus -- After Twenty (20) years of continuous service with the City, a member will earn an additional two (2) days of vacation for every year after.

It is the Union's position that a City of Jamestown Police Officer receive less vacation after Twenty (20) years of service than that received by police officers in comparable communities, citing, for example, City of Dunkirk--30 days; Village of Fredonia--30 days; City of Lackawanna--30 days; and Town of Lancaster--30 days. Even the City of Auburn listed by the City as a comparable community grants more vacation days after an officer has worked Twenty (20) years than the City of Jamestown--28 days versus 25 days. According to the Union, as Police Officers age they need more time to rest and relax in order to continue to work at peak efficiency.

The City contends that the Union's request for more vacation time should be denied because the majority of the department work a four (4) and two (2) schedule resulting in a significant number of days off and because the current amount of vacation time granted is consistent with the practices of comparable cities.

According to the City, an employee with one (1) year of service who works a four (4) and two (2) schedule accrues up to Forty-six (46) days off per year, and those who work a five (5) and two (2) schedule accrue Forty (40) days off; after Seventeen (17) years of service, this increases to Sixty-one (61) days off per year for those who work the four (4) and two (2) schedule and Fifty-five (55) days off for those who work the five (5) and two (2) schedule.

According to the City current vacation benefits are more generous than all of the comparable cities cited, except for the City of Auburn. Comparing the City of Jamestown with other municipalities in Chautauqua County, Jamestown's vacation benefits compare very favorably. Only the City of Dunkirk grants Thirty (30) days of vacation; the Sheriff's Department grants Twenty-six (26) days after Sixteen (16) years.

DISCUSSION AND AWARD

This Panel is not persuaded the evidence supports the Union's proposal to increase vacation time. Any increase in vacation will result in additional cost to the City and can create scheduling problems for the department as they try to staff work shifts with existing personnel.

AWARD

The Union's proposal to increase vacation time is not awarded.

HEALTH INSURANCE

CITY PROPOSALS:

Health Care — Article X, Section 1 (page 22 & 23):

Current Contract

1. Article X will be amended to reflect the following changes:

a. Deductibles

Individual	\$150.00/annually	\$100.00 Individual
Family	\$300.00/annually	\$200.00 Family

b. Employee's Monthly Contribution:

Effective January 1, 2000, each covered employee shall pay fifteen percent (15%) of the total monthly premium for health and dental insurance.	\$35.00/Family
	\$17.50/Individual

c. Appendix D of the current contract (City of Jamestown Prescription Drug Program) will be amended as follows:

Co-Payments effective January 1, 2000:

Generic	\$10.00	\$3.00 Generic
Brand Name	\$15.00	\$6.00 Brand Names

PBA PROPOSALS:

Health Insurance

Current Contract

a. Article X, Section 1, delete the following paragraph: All employees hired on or after January 1, 1991, shall pay 15% of the total monthly premium for the first four (4) years, of their employment. After four (4) years, they shall pay the same rate all other employees are paying.

a. All Police Officers hired after 1998 pay 15% of the monthly premium for 5 years.

b. Add the following benefits:

b.

- | | |
|---|--|
| 1. Surgical or laser treatment to correct vision. | 1. Not covered now. |
| 2. Prescription plan to include birth control. | 2. Not covered now. |
| 3. All wellness visits for newborns up to twelve (12) visits per year for first year. | 3. Only pays \$50.00 per year total. |
| 4. If any employee leaves City employment after having completed twenty (20) years of service with the City and he/she does not retire, he/she will be eligible for participation in the same Health and Dental insurance plans of the City as provided for active employees upon his/her retiring. | 4. Union believes current language (Collective Bargaining Agreement page 25) covers this but wants to be sure with language clarification. |

It is the City's position that the high cost of health care has significantly contributed to their financial problems. Insurance claims have risen from \$2,088,635 in 1996 to \$3,429,796 in 2000, an increase of \$1,341,161, or 64.21 percent. Between 1998 and 1999, alone, the amount of insurance claims increased by 36.50 percent. In addition to health insurance claims, prescription claims have increased from \$238,812 in 1996 to \$724,095 in the year 2000, for a total increase of \$485,283 or 203.21 percent.

For health insurance, the family coverage monthly premium has increased from \$362 in 1996 to \$570 in 2001. (Single coverage: \$137.50 to \$219.00) while the employee contribution has continued at \$26.61 per month and the percentage of premium contribution has decreased from 7.35 percent to 4.67 percent. (Single coverage: \$15.01, 10.76 percent to 6.85 percent).

According to the City, health insurance costs were over budget by more than \$1,100,000 in 1999 and \$700,000 in the year 2000. These high, unanticipated costs were cited in the Moody's report for the City's deficit of \$261,000 in its general fund balance for 1999.

The City of Jamestown's Police Department Health Insurance coverage is a traditional indemnity plan modeled after a Blue Cross/Blue Shield plan from the 1980's. A participant may

seek medical care from any provider or go to a specialist without permission from a primary doctor or other "gate keeper." Tests, x-rays, or other diagnostic services are at the discretion of the patient and the doctor. Due to the high cost, such plans are today the exception rather than the rule, contends the City.

The City contends that when their health insurance coverage is compared to other communities, their health insurance proposals for changes are reasonable.

Regarding the Union's proposals for added benefits, the City argues that they should be rejected by the panel for the reason that they would be extremely costly additions to a program that is extremely expensive. The City points out that the Union did not provide the panel with any analysis of the probable cost of their proposed additions.

It is the Union's position that if this panel were to award the percentage increase method of contribution requested by the City, it would substantially change the way the Parties have dealt with health insurance contributions since it was first negotiated. According to the Union, a percentage contribution system would be the equivalent of giving the City a "blank check" with no incentive to control costs. The Union points out that a fifteen (15) percent contribution would mean the family rate reimbursement would go from \$35.00 to more than double to \$82.50 per month.

According to the Union, a review of comparable police departments demonstrate that many employees do not make any contribution to health insurance.

The Union contends that they have been contributing to the cost of retiree health insurance since 1987 and even agreed to a reduced wage increase in 1987 to help fund retiree health insurance.

The Union points out that the City Comptroller, based on reliable information received from health officials, projected a budget of \$4 million dollars to cover health insurance costs. After budgeting for the projected \$4 million dollar cost, the Mayor then cut the proposed budget request by \$900,000 to \$3,100,000 and the City Counsel cut that number further by \$210,000, leaving the budget at \$2,890,000 for health and dental claims. It is the Union's position that this is yet another example of the City ignoring their fiscal responsibly when confronted with customary and normal expenses.

The Union argues that the City's request for increases in co-pay contribution is above the market rate for co-pay contribution in other comparable communities.

DISCUSSION AND AWARD

The City of Jamestown is self-insured for its medical, dental and prescription coverage for both active and retired employees. The evidence established that the City has experienced a dramatic increase in health care claims over the past several years. The City would like to shift the increase in health insurance cost to the employees by increasing the deductibles and prescription co-payments and by requesting that all employees, rather than new hires, contribute fifteen (15) percent toward the cost of health insurance premiums.

While this Panel is persuaded changes should be made to health insurance by increasing the deductibles and prescription co-pays, we are not prepared to award the percentage increase requested by the City. We realize that several police departments cited by the City of Jamestown do contribute a percentage of the cost of health insurance premiums, however, we are not prepared to alter the negotiated fixed dollar reimbursement for family and individual coverage

currently in the contract. We believe that this would represent a significant change in the way the Parties have handled health insurance contribution and is a proper subject for future negotiations.

This Panel is likewise not prepared to award the Union's health insurance proposal to add additional benefits and to eliminate percentage contribution for new hires.

AWARD

Deductibles:

Individual	\$100.00 to \$150.00
Family	\$200.00 to \$300.00

Prescription Co-Pays:

Generic	\$3.00 to \$ 5.00
Brand Name	\$6.00 to \$10.00

UNIFORMS AND EQUIPMENT

CITY PROPOSAL:

- a. Delete Section and remove \$1,000.00 as reflected in Appendix A.
- b. The City of Jamestown shall provide and maintain adequate uniforms and equipment for members of the Uniform Division for successful completion of the police mission as determined by the needs of the City. Delete Appendix B.

It is the City's position that uniforms and equipment should be a determination of management. Therefore, the current list of equipment contained in Appendix B of the Collective Bargaining Agreement should be deleted. It is the City's position that they should have discretion--subject to review under reasonable standards contained in the grievance procedure--to decide the type of uniforms and equipment its employees use in the performance of their work.

The Union claims that the list of equipment contained in Appendix A has been in the contract for some twenty (20) plus years. The Union contends that the only reason that the City is requesting that this contract provision be modified is because they lost a recent arbitration case and this proposal is "retaliatory--sour grapes."

DISCUSSION AND AWARD

The City has provided no persuasive evidence to support any change to the current contract. The Parties negotiated a list of equipment several years ago and this continued in the Parties' contract without evidence of a problem to either the City or police officers. We, therefore, are not prepared to make changes to the existing contract.

AWARD

The City's proposal is not awarded.

CALL IN PAY

CITY PROPOSAL: Article 5, Section 4--Any employee called in early (less than two hours) prior to his or her shift will be entitled to be paid at the rate of time and one-half for the actual hours worked prior to the beginning of their scheduled shift.

It is the City's position that call-in pay applies when an officer, after completing his regular tour of duty, is recalled to perform additional service. It is a premium payment made to an officer for the inconvenience of having to return to work. However, there is no inconvenience to the officer if he or she is scheduled to begin the shift one hour early. The City contends that they should not be penalized the call in premium rate merely by scheduling an employee for additional work before the start of the shift.

The Union contends that this issue has been decided by Arbitrator James Markowitz, and, therefore, this panel should not adopt the City's proposal that will have the effect of nullifying the findings of Arbitrator Markowitz. It is the Union's contention that any change to an officer's normal work schedule of work should result in a minimum of two (2) hours pay at premium rates.

DISCUSSION AND AWARD

This Panel is not persuaded that an officer should be denied the negotiated minimum two-hour premium pay merely because the officer is scheduled for additional work rather than called back to work. Regardless of whether an officer is scheduled for extra work or called into work their personal time is affected by the change in schedule.

AWARD

The City's proposal is not awarded.

COURT APPEARANCE PAY

CITY PROPOSAL:

The City proposes to change this section to read as follows:

- (a) For all appearances of all hearing of any kind a result of the police officer's City employment that an employee is compelled to attend, a minimum of two (2) hours at time and one-half will be paid. **For all such appearances occurring within five (5) hours of the termination of shift worked, a three (3) hours minimum at time and one-half will be paid. If such appearance is scheduled within one (1) hour of the beginning of the employee's scheduled shift, no minimum shall apply. This shall be meant to include any appearances within the Metro Six (Lakewood, Jamestown, Busti, Ellicott, Falconer, Celoron) area.**

The City contends that the current contract language was negotiated to provide a minimum of three (3) hours pay at time and one-half for any employee who works the 11:00 p.m. to 7:00 a.m. shift and then is required to appear in Court. The City argued that the Parties negotiated the additional one (1) hour because an employee who worked the previous night would be obligated to appear in court without obtaining rest. It is therefore the City's position that if an employee does not work the previous night, he or she should only receive the minimum of two (2) hours at time and one-half for his appearance at a court session.

The Union asserts that the minimum three (3) hours of premium pay should be paid to any night shift employee regardless of whether the officer worked the previous night. It is the Union's position that the three hours premium pay was negotiated for the night shift employee and this panel should not eliminate this negotiated benefit.

DISCUSSION AND AWARD

This Panel is persuaded that the contract language should be clarified to provide that the police officer who is required to appear in court after working his 11:00 p.m. to 7:00 a.m. shift should receive the additional one hour, or a total of (3) hours premium pay, for having to appear in court after working the night shift. If the Officer has not worked the prior night then the officer should receive the minimum (2) hour call-in pay at time and one-half.

AWARD

The City's contract proposal and proposed language is awarded.

THOMAS N. RINALDO, ESQ.
Public Panel Member and Chairman



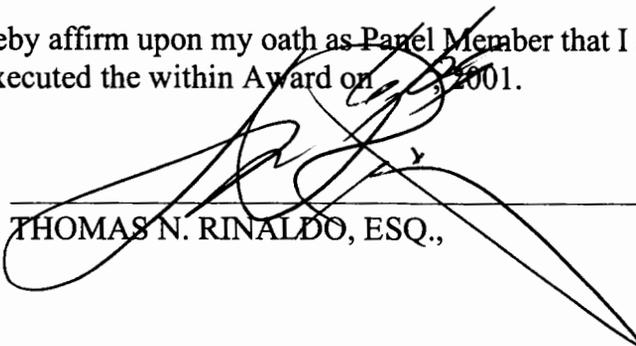
CAPTAIN CHARLES W. SHAVER
Public Employer Panel Member



EDWARD W. GUZDEK
Employee Organization Panel Member

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:
WILLIAMSVILLE, NEW YORK)

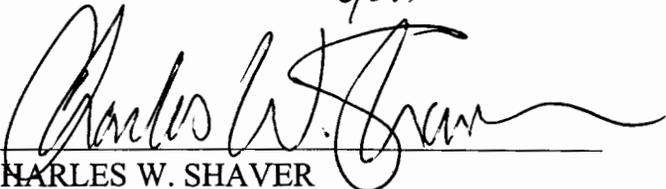
I, THOMAS N. RINALDO, do hereby affirm upon my oath as Panel Member that I am the individual described herein and who executed the within Award on 8/2001.



THOMAS N. RINALDO, ESQ.,

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:
WILLIAMSVILLE, NEW YORK)

I, CHARLES W. SHAVER, do hereby affirm upon my oath as Panel Member that I am
the individual described herein and who executed the within Award on 6/29, 2001.



CHARLES W. SHAVER

STATE OF NEW YORK)
COUNTY OF ERIE) SS.:
WILLIAMSVILLE, NEW YORK)

I, EDWARD W. GUDZDEK do hereby affirm upon my oath as Panel Member that I am
the individual described herein and who executed the within Award on 6/29, 2001.



EDWARD W. GUZDEK

