IA200-011; M200-006

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

IN THE MATTER OF THE COMPULSORY
INTEREST ARBITRATION BETWEEN

CITY OF SCHENECTADY

-and-

OPINION AND AWARD

THE SCHENECTADY POLICE BENEVOLENT
ASSOCIATION

PERB CASE NO.: IA200-011

PUBLIC PANEL MEMBER:

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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 Schenectady ("City") and the Schenectady Police Benevolent Association ("Union" or "PBA").

The City of Schenectady contains approximately 11.3 square miles, has a population of 65,566, and is located in the eastern portion of the State on the Mohawk River about five miles west of Albany. It is a part of the Capital District which includes Albany, Troy and other small cities and villages. The Schenectady Police Benevolent Association represents a bargaining unit consisting of approximately 164 full-time police officers including lieutenants, sergeants and

police officers.

The last Collective Bargaining Agreement between the Parties covered the period from January 1, 1997, through and including December 31, 1999.

Prior to the expiration of the 1997-99 agreement in February of 2000, the Parties began negotiations for a successor agreement. Unable to collectively negotiate a successor agreement, the Parties met with a mediator from the State of New York Public Employment Relations Board.

Following unsuccessful mediation, on July 14, 2000, a Petition for Compulsory Interest Arbitration was filed.

The City filed a Response to the Petition on July 28, 2000, and thereafter, the undersigned Public Arbitration Panel was designated.

Hearings were held before the Panel in Schenectady, New York, on March 13, 14, and 20, 2001. At the Hearing, the Parties presented statistical data, submitted exhibits, and made arguments to try to persuade the Panel to adopt their proposals. After the hearing process was completed, the Parties submitted post-hearing submissions.

Thereafter, the Panel met in an executive session on July 16 and August 21, 2000. After significant discussion and deliberation, the Panel was not able to reach a unanimous decision.

The 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 to 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.

SUMMARY OF PROPOSALS

CITY PROPOSALS

City Proposal No. 10. Article XI, Section 4C(i), "Overtime and Call-Back" (p. 11 of Jt. Ex. 11) shall be amended by adding the following language:

> The amount of time coming on any one tour of duty shall be equal to the number of officers permitted to be out on vacation during that tour.

Example: The second platoon authorizes a maximum of four officers to be on vacation; therefore, a maximum of four officers would be authorized to utilize "time coming".

City Proposal No. 12. Article XI, Section 4, Paragraph F, "Call Backs" (p. 11 of Jt. Ex. 11).

> Reduce the minimum call-back pay from four (4) hours to two (2).

City Proposal No., 22. Article XII, Section 3, "Vacations" (p.14 of Jt. Ex. 11)--City reserves the right to add a proposal which will limit the number of employees who may be out on vacation at any one time, i.e., Section A (p. 16) 3 slots to be changed to 2 slots; 4 slots to be changed to 3 slots; 5 slots to be changed to 4 slots; Section D (p. 16) 2 slots to be changed to 1 slot.

City Proposal Nos. 27, 28, and 29 revised (2-24-00).

Article XIII, "Insurance and Related Benefits" (p[. 18 of Jt. Ex. 11) shall be amended as follows:

1.(a) The employer shall provide hospitalization and medical coverage for each employee and his/her dependents. The employee shall be given a choice of health insurance coverage from the following plans:

- The City of Schenectady Indemnity Plan with benefit levels in effect as of December 31, 1999.
- Mohawk Valley Plan (MVP) Co-Plan 10+.
- Capital District Physicians Health Plan (CDPHP) Premier 10.

(B) The employer is not responsible for benefit or benefit level changes made by the carriers offering Health maintenance Organization (HMO) coverage offered by the City. In the event that a carrier discontinues a plan offered pursuant to this agreement, the City will be obligated to offer a plan from the same carrier or a different carrier with a premium structure that is no higher than the one in effect during the last year in which the discontinued plan was offered.

(c) The total annual premium contribution which the City is obligated to make on behalf of a retiree who is eligible for coverage pursuant to this agreement shall not exceed the total premium obligation which the City would be obligated to pay if that employee was an active City Employee enrolled in the same category of coverage (individual, individual plus one, or family).

(d) The City shall provide dental insurance with coverage equivalent to the current (2000) City Plan. Effective January 1, 1980, Rider B shall be added. The City will continue to provide said dental insurance coverage (for members and their families) only to those employees who have retired since April 1, 1976, and who hereinafter may retire.

2. Effective January 1, 2001, MVP and CDPHP plans will provide for co-pay of $20.00; effective January 1, 2002, MVP and CDPHP plans will provide for a co-pay of $30.00.

3. The City health insurance plan deductibles shall be $600.00/$1,800.00 for single and family coverage, respectively, effective January 1, 2001.

4. Effective January 1, 2001, prescription drug co-pays under both the City health plan and available HMOs shall be $10.00 for generic and $20.00 for brand name.

5. Effective January 1, 2001, all employees in the bargaining unit shall pay ten percent (10%) towards the cost of individual coverage and twenty-five percent (25%) towards the cost of family health insurance premiums.

[Health Insurance Buy-out: Language remains as in CBA at p. 19]

City Proposal No. 31: Amend the current bidding procedure for "rank" positions such that the rule of "one in three" shall apply.

City Proposal No. 34: Article XX, GML Section 207-c Procedure (p. 26 of Jt. Ex. 11).

Add the following:

Medical Release

I do hereby authorize any physician, nurse, or other health care provider who has attended, examined or treated me, or any hospital at which I have been examined or treated, to furnish the City of Schenectady, New York, or its duly authorized representative, with any and all medical information which may be requested regarding my past or present physical condition and treatment rendered therefor with respect to injury to me _____ (body part).

_____
Print Name

_____
Signature

_____
Date

City Proposal No. 36. As detailed to the Union on February 24, 2000, as follows:

A. City will not pay an employee who is on 207-c status for time spent being examined by the City's physician (no overtime);

B. The employee bears the burden of establishing, through medical documentation, a causal relationship between the claimed illness/injury and the "performance of duty".

ASSOCIATION PROPOSALS

Prior to presenting its case to the Arbitration Panel, the Association withdrew the following proposals: 5, 6, 10, and 13 (Jt. Exs. 3 and 6). The Association proposals remaining open are as follows:

Association Proposal No. 1. Article XI, Section 1, increase salaries by 6% effective January 1, 2000, (P. 13 of Jt. Ex. 11).

Association Proposal No. 2. Article XI, Section 1, increase salaries by 6% effective January 1, 2001 (Id.).

Association Proposal No. 3. Article XI, Section 1, add new paragraph B, Rank Differential as follows:

> The salaries for Sergeants shall be 12% greater than salaries for top grade Patrolman. The salaries for Lieutenant shall be 12% greater than salaries for Sergeants. The salaries for Captains shall be 12% greater than salaries for Lieutenants.

(Jt. Ex. 11 at p. 10)

Association Proposal No. 4. Article XI, Section 1, add new paragraph C, Shift Differential, as follows:

> The annual salaries for members assigned to the first platoon shall be 10% greater than the salary schedule rate. The annual salaries for members assigned to the third platoon shall be 5% greater than the salary schedule rate. The annual salaries for members whose assignments require them to report to duty between the hours of 3:00 p.m. and 6: a.m., although not necessarily on the above specified tours, shall be increased by a shift differential adjustment prorated on the basis of the above stated percentages.

(Jt. Ex. 11 at pp. 10,31)

Association Proposal No. 7. Article XI, Section 4, "Overtime and Call-Back", delete Paragraph

"F" (fourth paragraph) (Jt. Ex. 11 at p. 12).

Association Proposal No. 8. Article XI, Section 4, "Overtime and Call-Back", revise paragraph 2 as follows:

> A member shall be paid, at his request, for any amount of accumulated compensatory time standing to his credit on December 1st of any given year. At the member's option, if he has accumulated compensatory time standing to his credit at the time of his separation from service he shall either be paid for such time or carried on the payroll for the purpose of liquidating his accumulated compensatory time. If he dies while in service, the value of the accumulated compensatory time standing to his credit shall be paid to his estate.

(Id. At p. 10)

Association Proposal No. 9. Article XI, Section 5, "Clothing Allowance", body armor (vests) shall be provided to all members and replaced every 5 years or sooner, if impacted or deteriorated to reduce the effectiveness for protection.

(Id. At p. 12)

Association Proposal No. 11. Article XII, Section 2, "Sick Leave", delete the provisions of Appendix B regarding members hired after January 1, 1995. In the alternative, increase the catastrophic bank to 300 days (Id. At pp. 14,32).

Association Proposal No. 12. Article XII, Section 4, "Personal Leave", increase personal leave time from three (3) days a year to five (5) days per year. (Id. At p. 17).

Association Proposal No. 14. Article XIII, "Insurance and Related Benefits", Section 3, reduce the schedule of employee contributions as follows:

1st year	25% employee contribution
2nd year	15% employee contribution
3rd year	10% employee contribution
4th year	05% employee contribution
5th year	00% employee contribution

(Id. At p. 18)

Association Proposal No. 15. Indemnification, add new Article XXI. Move Section 1 of Article XVIII to Section 1 of Article XXI.

Delete Section 2 of Article XVIII and replace with:

> In the event that a member is faced with a civil claim arising out of an incident related to his service with or duties for the Department, the City will provide legal counsel for his protection and hold him harmless for any financial loss, including punitive damages.
>
> Legal counsel shall be chosen by the member and shall in no event be the same attorney who represents the City in the action, without the express written consent of the PBA and member.
>
> Section 4.
>
> Upon receipt of a summons and complaint, naming a member as a defendant in any action, the City shall immediately provide the same to the member and the PBA along with notification of the member's rights pursuant to this Article.

(Id. At p. 23).

WAGES

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

CITY PROPOSAL: 0 percent across-the-board increase in each year.

BACKGROUND ON SALARY

The bargaining unit consists of approximately 164 full-time officers whose base salaries in 1999 range from a minimum of $23,576.00 to a maximum of $44,726.00 at the fifth step of the 1999 Salary Schedule. (See Jt. Ex. 11, page 31).

The PBA is requesting a 6 percent salary increase for each year of the two (2) years that the Panel has jurisdiction over. The PBA contends that the salaries of their members have fallen behind the salaries paid to police officers working in comparable jurisdictions.

The City maintains that the current financial condition of the City is precarious at best, and because of limited resources available to the City wage increases can only be granted if the City is able to obtain relief through give-backs from existing benefits enjoyed by the PBA's membership. Further, the City contends that they pay their police officers a wage equal to, or greater than, that of police officers working in comparable jurisdictions.

COMPARABLE JURISDICTIONS

Not unusual in a Compulsory Interest Arbitration proceeding, the Parties have selected different jurisdictions that they contend should be considered by the Panel as comparable jurisdictions.

The PBA contends that the Towns of Colonie, Glenville, Rotterdam, and Niskayuna along with the Cities of Albany and Troy, are more appropriate comparable jurisdictions. Economist, Kevin Decker, employed by the PBA to review the financial resources of the City and the salaries paid to police officers in other jurisdictions utilized three cost of living and standard of living indexes to reach his conclusion that towns such as Colonie, Glenville, Rotterdam and Niskayuna, and the Cities of Troy and Albany should be viewed as comparable jurisdictions. Mr. Decker concluded that municipalities such as Mount Vernon, New Rochelle and White Plains are inappropriate comparable jurisdiction because their average annual pay, average selling price of a single-family home, and per capita income, is considerably higher than that of the City of Schenectady. Likewise, municipalities in the counties of Broome (Binghamton), Niagara (Niagara Falls), and Oneida (Utica) are equally inappropriate because their standard of living measure falls well below that of the City of Schenectady.

The City contends that the Cities of Utica, Binghamton, Troy and Niagara Falls are comparable to the City of Schenectady in terms of population, income, poverty levels, bargaining unit size, and terms and conditions of employment.

It is the City's position that it would be improper for this Panel to rely upon surrounding towns as comparable jurisdictions because the demographics, income levels, and real property tax base is significantly different in towns than in cities.

The City points out that of the five municipalities chosen by the PBA for salary comparison, four are towns: the Town of Colonie, the Town of Glenville, the Town of Niskayuna, and the Town of Rotterdam.

The Panel is not persuaded that towns such as Colonie, Glenville, Niskayuna, and Rotterdam, are comparable communities for this Panel to consider. The towns cited by the PBA do not have the same economic and social problems as the City of Schenectady, nor do they face a decreasing resident population, and a declining real-property tax base. It is a well-documented fact that many of the cities in New York State have experienced a declining population as city residents move to surrounding towns and villages. Also, many businesses are moving from the cities to surrounding communities or New York State altogether.

The Panel concluded that the Cities of Utica, Binghamton, Troy, and Niagara Falls, as well as the City of Albany, are comparable municipalities that this Panel should review. These municipalities while certainly not identical have similar economic and social problems that this Panel can evaluate to decide what, if any, is a fair and reasonable wage adjustment.

In reviewing the salary comparisons presented by the City, the data indicates that an academy/probationary police officer with the Schenectady Police Department receives less salary

at that level than any of the counterparts used in the City's comparable study. However, a Schenectady patrolman at the fifth step is greater than their counterparts at similar steps by an average of $2,975.40 in 1997, $3,145.00 in 1998, and $3,040.00 in 1999. For the years 1997 through 1999, investigators/detectives in Utica and Niagara Falls made an average of $1,094.00 less than investigators/detectives in Schenectady. Schenectady sergeants for the time period 1997 through 1999, receive a three-year average of $2,283.00 more than their counterparts. Finally, lieutenants in the Schenectady Police Department for the years 1997 through 1999 earned an average $3,590.00 more than their counterparts.

Looking at the City of Albany, the available data submitted by the PBA indicates that a Schenectady top step patrolman's salary of $44,726.00 (using 1999 figures), is below the City of Albany's top step for 2001 of $44,875.00. According to the PBA, in order to simply maintain Schenectady's relative position with comparable police departments wage adjustments of 3.21% to 3.55% would be required.

After reviewing the salary data of communities the Panel determined to be comparable communities, the Panel is persuaded that a City of Schenectady police officer is fairly compensated. As pointed out above, a Schenectady Patrolmen at 5th step, Sergeants and Lieutenants on average earn more than their counterparts in the Cities of Utica, Binghamton, Troy and Niagara Falls. However, because the Panel determined that a Schenectady police officer is fairly compensated when compared to other comparable police departments does not mean that a salary adjustment should not be considered. Police personnel provide an essential public service to the community that public officials and residents must be prepared to address and support. 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.

The Panel in making its determination is also sensitive to the concern of PBA to not have their member's salaries fall below the average salaries paid to police officers working in other jurisdictions. As already noted, the PBA contends that any salary award below 3% would significantly disadvantage a Schenectady police officer as compared to other comparable police departments.

ABILITY TO PAY

The PBA contends that the City has the financial resources to fund their proposals based on a fiscal analysis of the City performed by financial expert, Economist, Kevin Decker. Mr. Decker's conclusion with respect to the City's finances is that, at a minimum, the City has the ability to pay wage increases in the 2.2 percent to 3.6 percent range. However, according to Mr. Decker, a wage increase in this range would only maintain a City of Schenectady police officer in the current "disadvantaged position" among the comparable communities selected by the PBA.

Mr. Decker's analysis of the general fund operating revenues of the City indicates that total revenues in the City have increased from $41,089,345 in 1994 to $43,890,188 in 1999. Expenditures by the City have also increased, from $42,471,726 in 1994 to $43,855,996 in 1999.

According to Mr. Decker, real property tax revenues in the City experienced a resurgence since 1990. Real property tax revenue just under $15 million in 1990, stood at close to $18

million according to the 2001 budget figures. The assessed value tax rate per $1,000 which as of 1993 was $9.63, was $10.91 in 2000 (budget figure). The City assessed value property tax rate increased by an average annual rate of 1.8 percent between 1993 and 2000.

The City's full value real property tax rate per $1,000 which stood at $10.80 in 1995, rose to $12.02 in 2000. The City's 2000 full value real property tax rate of $12.02 per $1,000 is the fifth highest among the comparable Cities of Troy, Niagara Falls, Binghamton, Mount Vernon, Utica, New Rochelle and White Plains. Mr. Decker concluded, based on the growth in real value tax rate and assessed value property tax rate between 1995 and 2000, the City's overall full value real property growth rate should have been better.

Mr. Decker also analyzed the City's use of the constitutional tax limit. Mr. Decker's analysis established that in 1990, the City utilized approximately 65 percent of the allowable constitutional tax limit. By 1998, the City's use of the constitutional tax limit had decreased to under 35 percent. In 2000, that figure stood at 39.6 percent, meaning, according to Mr. Decker, that the City still had $19,493,126 of taxing ability remaining in that year. It is Mr. Decker's opinion that compared to other similarly sized municipalities, the City's use of the constitutional tax limit for the year 2000 stood in the middle.

Mr. Decker also pointed out that the City in 2000, received general purpose State aide in the amount of $5,681,122. However, the City's general fund budget anticipated a general purpose State aide of only $4,672,497. The $1,008,625 increase in State aide in 2000 provided the City with an additional alternative source to fund the PBA's proposal, contended Mr. Decker.

Finally, Mr. Decker, testified that the City's Moody bond rating, which is currently Baa(1) is investment grade and is the 8th best out of 21 ranks.

The City's Deputy Director of Finance, Kimberly M. Scheuer, testified that the City does not have adequate resources to fund the PBA's proposals and rebutted most of Mr. Decker's conclusions regarding the fiscal stability of the City. Ms. Scheuer testified that the City of Schenectady has a contract with Schenectady County and receives a flat $11 million per year from the County from sales tax revenue. The $11 million per year that the City of Schenectady obtained from the County of Schenectady accounted for approximately 25 percent of the general fund. Ms. Scheuer pointed out that the expenses of the Schenectady Police Department are paid out of the general fund.

Ms. Scheuer testified that the City of Schenectady is the collecting agent for the County of Schenectady and must pay the County at the end of the taxing year the full amount of taxes the County has levied for the year whether the City has collected the taxes or not. Additionally, the City pays the School District the full amount of taxes levied on real property within the City of Schenectady School District, regardless of whether those taxes are paid by the taxpayer. According to Ms. Scheuer, there is an increasing pattern of uncollected tax levies which are a significant factor that this Panel should consider in assessing the City's ability to afford the wage and benefit proposal package the PBA is requesting.

Ms. Scheuer also pointed out that early in the summer of 2000, the City of Schenectady became aware that the police overtime budget would be overextended by approximately $250,000 Ms. Scheuer rebutted Mr. Decker's conclusion that the police department personnel spending is 4.6 percent above the budgeted amount for 2000, testifying that the increase of approximately $446,070 over the 2000 budget can primarily be explained by the addition of 18 new officers at a price of $473,000, in addition to the deletion of the salary for an Assistant

Police Chief. According to Ms. Scheuer, the $473,000 budgeted amount is contingent upon the City of Schenectady receiving a grant from the United States Department of Justice. This grant is listed in the revenue area of the budget and these officers will not be hired if the grant is not received.

PANEL'S DETERMINATION ON SALARY

There are six bargaining units in the City of Schenectady, exclusive of the Police Benevolent Association. In November 2000, the Civil Service Employees Association agreed to a contract which provided for a 2% salary increase in October of 2000, a 3% salary increase in January 2001, a 3% salary increase in January 2002, and a 3% salary increase in 2003 which is contingent upon yearly premium contribution for family coverage not exceeding 25% of the 2000 rate. A memorandum of agreement signed with AFSCME's provides for a 2% salary increase effective October 1, 2000, a 3% salary increase in January 2001, and a 3% salary increase effective January 2002. Schenectady Firefighters received 3% wage increases in 1999 and 2000.

The settlements cited above, together with the Panels review of comparable police departments and the ability of the City to fund any wage adjustment, has persuaded the Panel to award a wage increase. A reasonable wage increase is within the City's ability to pay without imposing an undue hardship on the taxpaying residents of the City of Schenectady. From 1994 to 1999 the City's general fund operating revenues increased from approximately 41 million to 43 million. According to the 2001 budget figures real property tax revenue increased from 15 million in 1990 to 18 million in 2001.

This Panel has not lost site of the fiscal problems facing the City of Schenectady as well as all Cities in New York State: a shift in population and business from the Cities to the suburbs, or New York State altogether. However, public employees particularly police and fire are entitled to be reasonably compensated for the valuable and sometimes risky services they provide to the community. We have therefor decided to award a modest wage increase which will be fully explained later in this award.

REMAINING PROPOSALS

This Panel has carefully reviewed and considered the proposals presented by the Parties, as well as the extensive and voluminous record in support of said proposals. After two very difficult executive sessions this Panel was only able to achieve a majority decision awarding a salary increase that one could consider modest when viewed against other police and fire settlements in the state.

The Panel worked very hard to try to construct an award that solved many of the divisive issues that currently exist between the Department and the PBA. Issues such as: more manpower on a shift without resorting to overtime, employee health insurance contribution, indemnification of officers named in civil suits, and an employee medical release, were all discussed and rejected by one or the other Panel Members. Several suggestions and compromise proposals were formulated and presented by the Chairperson in the hope that a unanimous award could be issued. However, the PBA was unwilling to make concessions that the Department considered essential to running an efficient police agency and the Department was unwilling to concede on

issues that the PBA could have accepted. Eventually the Chairperson proposed this award which was reluctantly consented to by the PBA Panel member.

Compulsory Interest Arbitration is a process designed to bring finality to collective bargaining. It does not always accomplish the best contract for the Parties nor should it be substituted for collective negotiations. Collective bargaining requires the give-and-take at the bargaining table so that eventually many, if not all, of the parties financial and operational needs can be met. The focus should be on what is important over the long run and not on who gains the most. The process requires trust and the willingness to compromise so that ultimately a better overall agreement is achieved. In the case at hand the Parties need to understand that this award benefits neither the City, the Department, nor PBA members who will soon find their relative pay to be below that of other comparable departments.

The Panel therefore awards the following:

AWARD

1. All bargaining unit members shall receive a 2.75% increase in wages effective January 1,2000.
2. All bargaining unit members shall receive a 2.75% increase in wages effective January 1,2001.
3. All salaries' due shall be paid retroactively within Forty-five (45) days of the date of this award.
4. All other proposals are hereby rejected.

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

JANE K. FININ, ESQ.
Employee Organization Panel Member

See attached opinion
ELAYNE GOLD, ESQ.
Public Employer Panel Member

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

I, THOMAS N. RINALDO, do hereby affirm upon my oath as Public Panel Member and Chairperson that I am the individual described herein and who executed the within Award on 9/28/2001.

THOMAS N. RINALDO, ESQ.

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) SS.:
SCHENECTADY, N. Y.)

I, JANE K. FININ do hereby affirm upon my oath as Employee Organization Panel Member that I am the individual described herein and who executed the within Award on 9/25, 2001.

JANE K. FININ, ESQ

STATE OF NEW YORK)
COUNTY OF) SS.:
ALBANY, NEW YORK)

I, ELAYNE GOLD, do hereby affirm upon my oath as Employee Organization Panel Member that I am the individual described herein and who executed the within Award on , 2001.

ELAYNE GOLD, ESQ.

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Compulsory Interest Arbitration Between	:	DISSENTING OPINION PANEL MEMBER
City of Schenectady	:	ELAYNE G. GOLD, ESQ. FOR THE CITY OF SCHENECTADY
-and	:	PERB Case No.: M200-006
The Schenectady Police Benevolent Association	:	IA 200-011
	:	

I have reviewed the Opinion and Award of the Panel in the Interest Arbitration between the City of Schenectady and its Police Benevolent Association. The Award makes many allegations and conclusions, but in essence, it fails to follow the spirit and intent of the Taylor Law, which would have enabled the parties to operate under a new, efficient Collective Bargaining Agreement when negotiations at the bargaining table have failed.

The Award alleges that the Panel considered many factors as is required by the Taylor Law; that in fact did not occur. The Panel did not, as a whole, consider the terms and conditions of employment currently enjoyed by the employees and how those compare with other jurisdictions. Such a careful review would have led to a balanced Award; an Award which did not make a farce and a mockery of the entire process.

The City proposals had, as a major goal, getting more police officers on the streets of the City of Schenectady; yes, the City also sought cost containment in the area of health insurance based on the fact (and offered proof) that health insurance costs continue to rise uncontrolled. The Union sought a salary increase of six (6%) percent, well beyond what was justified. The City maintained that until the Union was willing to help the City attain the goal of more police

on the streets, there was no money available for a raise. Please note, as does the Award, the City of Schenectady Police Officers at the top of grade, currently receive a salary higher than any comparable jurisdiction without even receiving a raise in the year 2000, and in some cases, without receiving a raise in the year 2001.

Ample data was provided to this Panel (prepared through hard work and analysis on the part of the Police Department's command staff), showing how much money is spent on filling overtime slots because there is too much leave time available to members of the Department. To attain its goal of putting more police officers on the street, the City sought to amend the contract in terms of how much leave could be taken by a particular officer, and when that leave can be taken. It was not the intent of the City to delete any leave time given to the officers, but to better administer it and spread out time taken off to more efficiently and effectively run the Schenectady Police Department thereby raising the level of protection for the citizens of the City of Schenectady.

The Award does in fact acknowledge that both the AFSCME and CSEA bargaining units for the City of Schenectady received salary increases for the years 2000 and 2001. It further takes into account that those increases were not retroactive to January 1 of the year 2000. However, the Award fails to indicate that both AFSCME and CSEA provided significant health insurance concessions which more than assisted the City and its taxpayers in funding any raises which were received.

If the Panel had taken the time to better review all of the data provided, it would have had to conclude that the City's goal of putting more officers on the street and attaining cost containment in health insurance, were laudable goals which had to be awarded as part of this Arbitration Award. By no means does the City view a 2.75% increase for the officers as a

"victory". In fact, it will not help the officers maintain their "status quo" with respect to the comparable jurisdictions; it will not lead to better administration of the Police Department and it will not, by any means, change public perceptions.

The City of Schenectady, its Police Department and its citizens deserved more out of this Arbitration Panel. Unfortunately, they will be disappointed.

An arbitration award and the Panel who puts together that award has an absolute obligation to provide a fair and equitable determination based on all the facts and figures placed before it. If the Panel is not willing to do that, and not willing to make the hard decisions which are necessary for the proper administration of the Taylor Law, the Panel has no responsibility convening or issuing an award.

I do concede that the sessions that the Panel had were difficult and long; however, I believe that the Panel, at the direction of the Chairperson, could have achieved a better outcome – an outcome which would make the City of Schenectady residents, its administration, its Police Department and its Police Union proud of the work that was done by both sides in trying to achieve a negotiated agreement.

The City of Schenectady cannot agree that any raise is warranted when the officers themselves, and the Panel constituted to impose an Award, were not able and/or willing to put more officers on the street to protect the citizens of the City of Schenectady. As such, on behalf of the City and its Police Department, I respectfully dissent from all aspects of this Arbitration Opinion and Award.

Elayne Gold

ELAYNE G. GOLD

Date: September 25, 2001