

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD  
INTEREST ARBITRATION PANEL

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In the Matter of the Interest Arbitration between

THE CITY OF SCHENECTADY,  
Public Employer,

**OPINION**

**AND**

-and-

**AWARD**

SCHENECTADY POLICE BENEVOLENT  
ASSOCIATION,  
Employee Organization.

PERB Case No. IA2007-014; M2007-067

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**BEFORE:**

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

Michael P. Ravalli, Esq.  
Employee Organization Panel Member

L. John VanNorden, Esq.  
Employer Panel Member

**APPEARANCES:**

For the City of Schenectady:  
Hiscock & Barclay, LLP  
Michael J. Smith, Esq., of Counsel

For Schenectady Police Benevolent Association  
Gleason, Dunn, Walsh & O'Shea  
Ronald G. Dunn, Esq., of Counsel

STATE OF NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD  
**RECEIVED**

SEP 18 2008

**CONCILIATION**

## 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 ("PERB"), to make a just and reasonable determination of a dispute between the City of Schenectady ("City") and the Schenectady Police Benevolent Association ("PBA").

The City of Schenectady is a municipal corporation located in Schenectady County in the eastern portion of the State of New York. The City has a total area of approximately 11 miles and census data collected in the year 2000 indicates that the City's population is slightly less than 62,000 people. The City is a part of the Capital District which includes the City of Albany, the City of Troy and other smaller cities, towns and villages.

The PBA is the recognized bargaining agent for all sworn members of the Schenectady Police Department ("Department"), exclusive of the Chief of Police and the Assistant Chiefs of Police.

At the present time, the Department is comprised of an authorized strength of approximately 166 sworn full-time positions.

The PBA and the City are parties to a collective bargaining agreement for the period January 1, 1997 through December 31, 1999; an Interest Arbitration Award for the period January 1, 2000 through December 31, 2001 (*Matter of City of Schenectady and the Schenectady Police Benevolent Association, Thomas N.*

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*Rinaldo, Esq., Chair [PERB Case No. IA200-011]*; and a Memorandum of Agreement, dated March 24, 2003, with a stated term of January 1, 2002 through December 31, 2005.

The parties began negotiations for a successor contract, but such negotiations were unsuccessful. Thereafter, acting pursuant to the rules of procedure of PERB, impasse was declared and a PERB appointed Mediator met with the parties. Mediation was also unsuccessful, and on November 2, 2007, the PBA filed a Petition for Interest Arbitration (PBA Exhibit 1) pursuant to Section 209.4 of the Civil Service Law.

The City filed a Response to said Petition on November 16, 2007 (PBA Exhibit 2), and thereafter, on December 11, 2007, the undersigned Public Arbitration Panel was designated by PERB, pursuant to Section 209.4 of the NYS Civil Service Law, for the purpose of making a just and reasonable determination of this dispute (PBA Exhibit 3).

Hearings were conducted before the undersigned Panel on April 1, 2008, April 2, 2008, April 11, 2008 and April 21, 2008. At all hearings, both parties were represented by Counsel and other representatives. Both parties submitted numerous and extensive exhibits and documentation, and both parties presented extensive arguments on their respective positions.<sup>1</sup>

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<sup>1</sup>Both parties waived the opportunity to submit written briefs.

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Thereafter, the Panel fully reviewed all data, evidence, arguments and issues submitted by both parties. After significant discussions and deliberations at the Executive Sessions, held on June 19, 2008, June 30, 2008, July 8, 2008 and August 4, 2008, this Panel, consisting of the Panel Chairman, the Employee Organization Panel Member and the Employer Panel Member, reached unanimous agreement on the terms of this Interest Arbitration Award.

The positions originally taken by both parties are quite adequately specified in the Petition and the Response, numerous hearing exhibits, and arguments, which are all incorporated by reference into this Award. Such positions will merely be summarized for the purposes of this Opinion and Award.

Accordingly, set out herein is the Panel's Award as to what constitutes a just and reasonable determination of the terms and conditions of employment at issue for the period January 1, 2006 through December 31, 2007.

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In arriving at such determination, the Panel has specifically reviewed and considered the following factors, as detailed 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.

## COMPARABILITY

Section 209.4 of the Civil Service Law requires that in order to properly determine wages and other terms and conditions of employment, the Panel must engage in a comparative analysis of terms and conditions with "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."

In this proceeding, the PBA maintains that the universe of comparability should include the Town of Rotterdam (PBA Exhibit 29), the Town of Niskayuna (Id., 30), the Town of Glensville (Id., 31), the Village of Scotia (Id., 33), the City of Albany (Id., 36-38), the City of Binghamton (Id., 39-40), the City of Niagara Falls (Id., 41-43), the City of Troy (Id., 44-46), the City of Utica (Id., 47), Schenectady County Sheriff's Department (Id., 49), the Town of Colonie, the City of Poughkeepsie, the City of Syracuse, and the City of Kingston.<sup>2</sup>

The City, as seen in its opening statement, advanced the argument that there actually is no universe of proper comparables, in that the City is "incredibly unique" due to factors of geography, demographics and the financial history of the City.

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The references to the PBA Exhibits reflect either Collective Bargaining Agreements or Interest Arbitration Awards placed into evidence by the PBA for these municipalities and their police unions. In addition, other municipalities that have been listed were included in the presentation data of the PBA's financial witness Kevin Decker. (PBA Exhibits 84, 85).

**Panel Determination on Comparability**

The Panel Chairman, at the commencement of the proceeding, stated on the record his belief that a fair Award compatible with all the statutory criteria, requires a proceeding that "is more a fact-finding mission than an evidentiary hearing." (Hearing Transcript, 6). To that end, the Panel Chairman stated that his approach was "to take as much information as possible into the record to help this panel make an informed decision as to what is a fair and equitable resolution to this dispute." (Id.). These comments by the Chairman of the Panel reflect his observation that, based on a number of years of experience in presiding over Interest Arbitration proceedings, some of the strongest arguments raised concerning the question of comparables are those raised by a party in opposition to the comparables proffered by another party. Often, in the same proceeding, the opposing party offers equally strong arguments against the comparables offered by the first party. Stated differently, it may well be that it is easier to criticize a proffered list of comparables than make a cogent argument as to why another proffered universe of comparables should be accepted.

Perhaps a saving grace in a Panel's conscientious efforts to follow the statutory mandate to take comparables into account is the trend that the Panel Chairman has observed by which Panels ascribe greater weight, lesser weight, or no weight at all to the comparables offered by both parties in connection with a particular proposal under consideration. This approach favors inclusivity over

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exclusivity and allows for a consideration of the proposals before the Panel that is not as result-oriented of an approach as would occur if exclusivity were to prevail by rejecting comparables.

The Panel also notes, however, that in addition to comparables, there are other factors that it is required to consider when issuing its Award. In this proceeding, the Panel would state its determination that, on the question of comparables, it has not taken the very restrictive approach argued by the City that, in effect, would arguably negate the statutory criterion requiring the Panel to consider comparables. Insofar as the comparables offered by the PBA are concerned, the Panel finds that the primary comparables are to be found in City Police Departments of similar size and in the same essential geographic location as the City. Keeping with its approach of inclusivity, the Panel also finds that there is a level of "secondary comparisons," which would include the Schenectady County Sheriff's Department and local Police Departments in the same geographical area as the City. Of note also are existing collective bargaining agreements between the City and other bargaining units, most notably that with the Schenectady Firefighters (PBA Exhibit 24).

### ABILITY TO PAY

The PBA's "ability to pay" evidence was based primarily on the testimony of Kevin Decker and attendant exhibits (See PBA Exhibits 84, 85). The record contains Mr. Decker's "ability-to-pay analysis of the City of Schenectady." (Id., 85). Mr. Decker identified property taxes, State and Federal Aid, and sales and use tax as the three largest sources of revenue for the City. These three sources, according to Mr. Decker, by accounting for approximately 75% of the general fund revenues, are critical components of any ability to pay analysis.

Mr. Decker noted that, in the 1990's, the real property base in the City was declining but that since 2003 the market value of real property that is taxable has increased by approximately 9.3 percent. Mr. Decker offered his opinion that the City therefore had an increasing property tax base. Viewed in context with other cities in the universe of comparables, the City's tax base, Mr. Decker noted, ranked second on a list topped by the City of Albany. (Id., B-5). Furthermore, Mr. Decker testified that, in 2007 and 2008, the assessed value tax rate in the City dropped, which meant that the City was able to lower taxes but nevertheless maintain its services and operations. He opined that this was an indicator of financial health. (See Id., B-6). This observation, Mr. Decker stated, revealed that the City enjoyed a position that many municipalities cannot enjoy, which is the ability to lower taxes rather than be in a mode of always increasing taxes.

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Mr. Decker also testified that the full value tax rate in 2008 for the City was fourth highest of six cities in the comparables, which again reflected a positive financial situation for the City. (Id., B-8). Additionally, Mr. Decker noted that the City's utilization of its constitutional tax limit had declined from 2003 to 2008. (Id., B-9). Thus, he observed that the City was third highest on the six city list of comparables (Id., B-10) in use of constitutional tax limits.

As to sales tax base, Mr. Decker observed that the taxable sales and purchases in Schenectady County have been increasing over the past 15 years. (Id., B-11, B-12). Moreover, he noted an increase in state aid to the City, as seen in the increase of 5.7 million dollars in 2002 to 9.9 million dollars in 2006. (Id., B-13). Mr. Decker observed that the City, in fiscal year 2007, had \$964,000.00 from unrestricted state aid that was not in its budget.

Viewing the City's expenditures, Mr. Decker offered a detailed account of how the City ran an operating surplus in the years 2004 to 2006, with that surplus resulting in a total fund balance at the end of 2006 of just under \$21 million, with an unreserved fund balance of \$3.8 million. (Id., B-16). Mr. Decker stated that the operating surplus was a strong indicator of financial health, which he labeled as a "remarkable turn-around if you consider the fact that at the end of 2002 the city had a negative fund balance of over \$6 million." (Hearing Transcript, 68-69). Mr. Decker's analysis of the City's expenditures and budgets allowed him to conclude that, while the City once operated with "totally unrealistic budgets," it no longer does,

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and that it would be fair to say that the City operates with "even very conservative budgets." (Id., 71).

Mr. Decker also noted that, compared to 2006, the 2007 budget for the City increased spending by 9.8%, which he considered as a sign that the City was not dealing with any financial constraints. (See PBA Exhibit 85, B-20). He noted further that personal services spending for other than the Police Department in the City increased in the 2007 budget by \$1.5 million, or 9.4 percent, which allowed him to conclude that "the city had the resources in 2007 to increase wages and salary for persons outside of the police department by 9.4 percent." (Hearing Transcript, 79). While the 2007 budget did not reflect money budgeted for salary increases, Mr. Decker testified that the 2007 general fund budget included a contingent account of \$400,000 that could be used for unanticipated expenses, "including ... the cost of labor settlements." (Id., 79-80). (PBA Exhibit 85, B-20). Looking at the total appropriations in the 2008 budget, Mr. Decker noted a contingent fund appropriation of \$372,919. (Id., B-21).

Mr. Decker was asked by counsel for the PBA, based on his analysis of the City's financial situation (Id.), whether he had "formed an opinion as to the general ability, financial ability of the City of Schenectady to pay for an increase in salaries and benefits for police officers." (Hearing Transcript, 86). He answered in the affirmative, and further stated "that the city has the ability to pay any conceivable award that would be considered to be fair and reasonable by this panel." (Id., 87).

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The City, on the ability to pay issue, presented its Director of Administration, John Paolino, as a witness. He noted that he started employment for the City in March of 2004 as Commissioner of Finance and Administration, which position gave him the opportunity to review the City's financial condition when he began employment. According to Mr. Paolino's testimony, the City learned in March of 2004 of its need "to implement some real financial changes" to avoid a "deficit at the end of the year [that] would be \$10,249,863." (Id., 310). At that juncture, Mr. Paolino noted, the City's new administration learned that 1997 had been the last year that all five of its major funds were "in the black." Between 1997 and 2004, according to Mr. Paolino's testimony, the City overstated expenses and understated revenues.

After identifying what the City did in the short term to right its financial ship, Mr. Paolino testified about its "long-term action plan." He identified a number of "gap closing initiatives," which included consolidation of services, health insurance modifications, establishment of a residential waste collection, and a disposal service charge. Mr. Paolino also observed in his testimony that, in 2004, the City's investment grade for its securities was in the range of "junk bond status." Currently, however, the securities, according to his testimony, had reached "investment grade." Nevertheless, according to Mr. Paolino's testimony, the City's debt ratio is above the ratio for other municipalities that have the same rating grade as established by Moody's.

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Mr. Paolino noted his agreement with Mr. Decker that the major revenue sources for the City were its tax levy, its sales tax, and state aid. Mr. Paolino observed that there was a large increase in real estate taxes residents had to absorb in 2003, but he did note that decreased in 2006 and 2007. He also noted that state aid revenues were the second fastest revenue growing category in the City between 2000 and 2005, and, for sales tax, he observed that the City was "locked into an \$11 million number under our agreement with Schenectady County." (*Id.*, 353). Mr. Paolino also identified the City's obligation to hold the City school district and the County whole for their tax liens.

Mr. Paolino also identified a five year financial forecast for the City, which he noted was based in part on the assumption that state aid would be decreasing. (See City Exhibit H). Upon questioning by the Panel Chairman, Mr. Paolino allowed that the City was projecting and anticipating an estimated 4 percent raise for the Police. In his testimony, Mr. Paolino also observed that there would in all likelihood be real property tax increases based on the assumption that the Panel would require at least a four percent salary increase.

**Panel Determination on Ability to Pay**

Two clear conclusions emerge from a consideration of the economic evidence in the record. First, the City has made a rather remarkable turnaround since 2004 based on the progressive and realistic approach it has taken, both short and long term, regarding the fiscal crisis that existed in the beginning of the year 2004. It is also evident that the City's improved fiscal health, measured both in terms of revenues and expenditures, and also based on realistic projections going forward, results in the conclusion that the City has the financial ability to fund a fair increase in wages. The Panel's Award on wages, therefore, will reflect this finding.

**SALARY**

The PBA's proposal "3" seeks to amend Article XI, Section 1 of the parties' Agreement, as follows:

Increase salaries by six (6%) percent effective January 1, 2006, six (6%) percent effective January 1, 2007, six (6%) percent effective January 1, 2008, six (6%) percent effective January 1, 2009 and six (6%) percent effective January 1, 2010.

The Panel's jurisdiction, absent an agreement by the parties, allows it only to address a salary increase for the period effective January 1, 2006 through December 31, 2007. Despite concerted efforts by the Panel, the parties were unwilling to agree to a term longer than that authorized by statute. The Panel notes that the parties' Memorandum of Agreement for the period January 1, 2002 through

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December 31, 2005 reflected a two percent increase effective January 1, 2002, a three percent increase effective January 1, 2003, a three percent increase effective January 1, 2004, and a four percent increase effective January 1, 2005. Further, the parties agreed to "an additional 1-1/2% of the top grade Patrolman's rate to salaries for all members assigned to the Investigative Services Bureau and Professional Standards Unit as well as all members holding the rank of Lieutenant (no duplication)(delete the current "Investigator \$300.00 above Patrolman" language)." (PBA Exhibit 1).

At this point, the Panel would identify its finding above that the City does have the financial ability to address a fair increase in wages. Given the PBA's ranking in the universe of comparables, both primary and secondary, a fair increase would likewise be justified in order to keep PBA members at their present position. A consideration of the statutory criterion of comparability also allows the Panel to take into account the City's 2005 to 2009 Agreement with the Firefighters. Without doubt, there is a basis to compare the "conditions of employment" that attend the duties of the Police and the Firefighters. The City's agreement with the Firefighters (PBA Exhibit 24) shows, for the years to be covered by the Instant Award, that the Firefighters were awarded a four percent increase in wages.

The Panel, needless to say, also takes into account that the City, which is to be commended for its realistic budgeting, has acknowledged its ability to pay a four percent increase by budgeting/projecting such an increase for the years in question.

**Award on Salary**

1. Effective January 1, 2006, and retroactive to that date, the base salary schedule shall be increased by four percent (4%).
2. Effective January 1, 2007, and retroactive to that date, the base salary schedule shall be increased by four percent (4%).

**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**

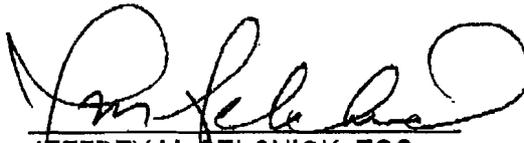
Except for those proposals and/or items previously agreed upon by the parties herein, any proposals and/or items other than those specifically modified by this Award are hereby rejected.

**RETENTION OF JURISDICTION**

The Panel Chairman hereby retains jurisdiction of any and all disputes arising out of the interpretation of this Opinion and Award.

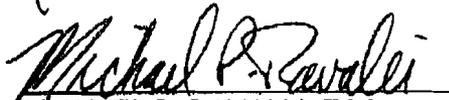
**DURATION OF CONTRACT**

The Panel has not been authorized by the parties to exceed the two year maximum contract duration as provided by the Taylor Law in Section 209.4(c)(vi). Accordingly, this Award provides an Agreement for the period commencing January 1, 2006 and ending December 31, 2007.

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

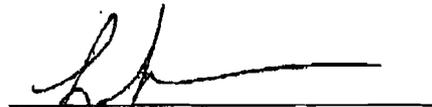
9/16/08  
Date of Award

[Concur]  
 [Dissent]

  
\_\_\_\_\_  
MICHAEL P. RAVALLI, ESQ.  
Employee Organization Panel Member

9/16/08  
Date

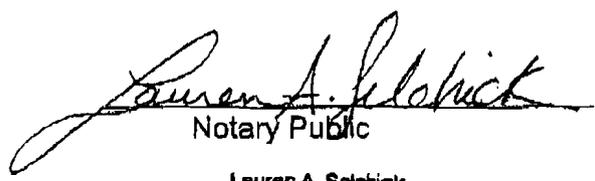
[Concur]  
 [Dissent]

  
\_\_\_\_\_  
L. JOHNVANNORDEN, ESQ.  
Employer Panel Member

9/16/08  
Date

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

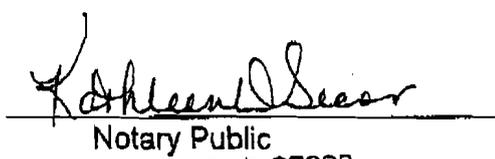
On this 16<sup>th</sup> day of September, 2008 before me personally came and appeared Jeffrey M. Selchick, Esq, to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

  
Notary Public

Lauren A. Selchick  
Notary Public #02SE6162936  
Qualified in Albany County  
My commission expires 03/12/20 11

STATE OF NEW YORK )  
COUNTY OF ) ss.:

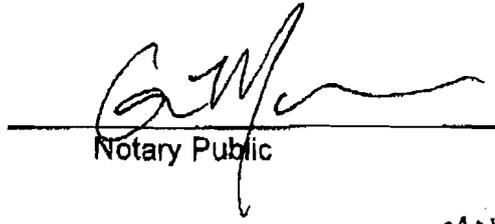
On this 16<sup>th</sup> day of September, 2008 before me personally came and appeared Michael P. Ravalli, Esq., to me known and known to me to be the individual described in the foregoing Instrument, and he acknowledged to me that he executed the same.

  
Notary Public

KATHLEEN D. SEGOR  
Notary Public, State of New York  
Qualified in Rensselaer County  
No. 4707531  
Commission Expires March 30, 20 11

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On this 16<sup>th</sup> day of September, 2008 before me personally came and appeared L. John VanNorden, 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.

  
Notary Public

GILAH MAYER - MOSES  
Notary Public, State of New York  
No. 02MA6098778  
Qualified in Schenectady County  
Commission Expires Sept. 22, 20 11

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD  
INTEREST ARBITRATION PANEL

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In the matter of  
SCHENECTADY POLICE BENEVOLENT  
ASSOCIATION

Petitioner-Employee organization,

*-against-*

THE CITY OF SCHENECTADY

Respondent-Public Employer.

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CONCURRING  
OPINION

PANEL MEMBER  
L. JOHN VAN NORDEN

CASE NO. IA2007-014

**PUBLIC PANEL MEMBER**

JEFFREY M. SELCHICK, ESQ.  
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**PUBLIC EMPLOYER PANEL MEMBER**

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**EMPLOYEE ORGANIZATION MEMBER**

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518-432-7511

I concur with panel members Selchick and Ravalli in the opinion and award of the interest arbitration panel in the matter between the Schenectady Police Benevolent Association (the "PBA" or "Union") and the City of Schenectady (the "City"). The award, in my opinion, is a fair and reasonable resolution of the only clearly defined issue supported by the exhibits and testimony presented by both parties. Under Mayor Stratton's watch, the City has experienced a hard fought financial resurrection and has the ability to pay the award that is announced by this decision. And the police officers employed by the City clearly deserve to be brought to parity with their fellow City employees and comparable state wide police colleagues. Moreover, the PBA has demonstrated with some persuasiveness that City's police deserve a wage increase as a result of dealing with the majority of the county's crime. On the other hand, the PBA has failed so show that the current police benefits package is demonstrably lacking when compared with similar benefits packages. In fact, in many ways the benefits retained by the PBA make the Union's package more attractive than others. Thus, while many of the parties' most important demands are not addressed by this decision, I am in agreement that, given the circumstances, a two year across-the-board pay increase of 4% is an equitable result to these proceedings.

However, in agreeing with this result, my overriding concern, as the City's representative on this panel, remains focused on the need of both the City and the PBA to identify and negotiate meaningful operational changes that respond effectively to the needs of the community and have the goal of restoring public confidence in a department that has been a source of controversy for nearly two decades. The result of repeated and highly publicized misconduct has been the magnification of even whispers of the most insignificant infractions and a general diminution in the reputation of the police force, not only within the local community, but also in the capital region as a whole. While it is conceded that at this particular juncture Schenectady's police

officers deserve a pay increase, the decision of this panel does nothing to assist City managers and the PBA as well in repairing the reputation of its police force, which was one of the primary goals of the City during these negotiations.

The duty to restore public confidence lies not merely in the hands of City officials, but equally so in the hands of PBA officers, and if not there, in the hands of the rank and file officers themselves. The PBA rank and file must understand that in joining in this decision, I do so in deference to their need to be compensated appropriately for their service, but with the sobering recognition that unless and until the Union begins to embrace the idea of restoring management prerogatives and agrees to significant operational changes, public confidence in the police department will never be restored.

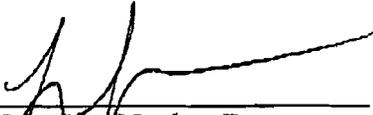
The police officers serving the City of Schenectady should be commended on their steadfast dedication to providing a safe environment for those living in the City. Clearly, the majority of the officers employed by the City are intelligent, ethical, trustworthy, and hard-working public servants, and there is no doubt in my mind that their work presents some of the most difficult and frustrating challenges that confront any public employee. Nevertheless, the indiscretions of just a small faction of the police force have tarnished and undermined the reputation of the whole to the point that the entire department is perceived as being lawless and out of control. That reputation extends, in the public's eye, to each member of the department, unjustifiably bringing discredit on those whose service should be commended and on City managers whose ability to effect operational changes to correct departmental deficiencies is limited by the very Taylor Law under which this impasse arbitration was convened. Decades of inattention by previous administrations saddle present managers with past practices raised successfully time and again by the PBA in response to grievances and proposed operational

changes. Managers are left without the tools needed to respond effectively to the needs of the community, absent the consent of the Union. The Union's constant reliance on past practice and bargaining agreement language to maintain the status quo undermines efforts to effect much needed change in a department racked with scandal and controversy, and engenders public contempt for City managers whose ability to unilaterally impose change is restricted by laws and public policies the public can hardly comprehend. If public confidence is to be restored, management prerogatives must likewise be restored, which itself will require the PBA to relinquish the strangle hold it exacts on the department though the continuous reliance on past practices and unbending adherence to Taylor Law limitations.

The relationship between the Union and the City, as well as the Union's philosophy concerning management prerogatives, must change if any real progress is to be achieved in future negotiations. The general unwillingness and/or inability of the parties to cooperate with one another is clearly demonstrated by the record upon which this award is premised and the history of negotiations between the parties. A declaration of impasse could have been avoided if the City was more organized in its approach to the negotiations and the PBA more willing to make concessions. As a consequence of the posture of both parties, the negotiations that took place prior to the declaration of impasse were fruitless, leaving the PBA with little choice other than to declare an impasse. Indeed, while a 4% wage increase is a term favorable to both parties, this agreement does not address the most important issues raised by both parties. This decision does not address perhaps the most divisive issues of all; health care benefits and their associated costs, officer leave and compensatory time, and rebuilding the esteem of the police department in the eyes of the community.

Presumably these unresolved issues will continue to fester, the expiration of this award having already occurred some nine months past, potentially making the next series of negotiations equally as adversarial as the present. At this point the relationship that exists between the PBA and the City is not conducive to either party achieving its goals and the public is left to suffer the stigma of a department held in contempt by the public, with the resulting loss of departmental morale that follows such stigma. Change must come from within the department as well as from more effective management and in agreeing to this result I charge both parties to modify their course so that the needs of the community and the complete restoration of public confidence in the City and in its police department can be achieved. The public deserves nothing less than the best forward thinking and cooperative efforts of both City managers and its police. Sacrifice is very often the first step to realizing the true rewards of public service. The public has sacrificed long enough!

Dated: September 16, 2008



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L. John Van Norden, Esq.  
Corporation Counsel