

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

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MAY 22 2014

In the Matter of Interest Arbitration

between

CONCILIATION

Opinion and Award of

Onondaga County and
Sheriff of Onondaga County

Public Arbitration Panel

and

Onondaga County Deputy
Sheriffs' Police Association

(PERB Case No. IA2012-018)

Having determined that a dispute continues to exist in negotiations between the joint employers, Onondaga County and Sheriff of Onondaga County (hereafter Employer), and the Onondaga County Deputy Sheriffs' Police Association (hereafter Union or OCSPA), the Public Employment Relations Board (PERB), pursuant to its authority under the Taylor Law, designated a tripartite Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute. The designated Panel comprises Peter Troiano as the Public Employer Panel Member; Kenneth L. Wagner, Esq., as the Employee Organization Panel Member; and Howard G. Foster as the Public Panel Member and Chairperson.

Following a preliminary conference among the Panel and representatives of the parties on May 24, 2013, hearings in the matter were held on October 31, November 1, November 13, and December 23, 2013, at the Town Hall in Onondaga, New York. Testimony was taken from four Employer witnesses and seven Union witnesses. Upon submission of post-hearing briefs by both sides on February 12, 2014, the record was

closed. The Panel's charge under the law is to make determinations on the submitted issues for the years 2012 and 2013. This Award constitutes the Panel's determination of the issues in dispute.

APPEARANCES

For the Employer:

Roy R. Galewski, Attorney,
Carl Hummel, Director of Employee Relations, Onondaga County
Paul Smith, Employee Relations Officer, Onondaga County
Dan Schuster, Director of Administrative Services, Onondaga County
Maureen Murphy, Personnel Administrator, Onondaga County
Steven Morgan, Chief Fiscal Officer, Onondaga County

For the Union:

Nathaniel G. Lambright, Attorney,
Brian Crowley, President
Dwayne Wisbey, Vice President
John Balloni, Chief, Civil and Administrative Department, OCSO
Daniel Brogan, Deputy Sheriff Captain, OCSO
Rick Trunfio, First Chief Assistant District Attorney, Onondaga County
Michael Pellizzari, Deputy Sheriff Captain, OCSO
Kevin Decker, Economic Consultant
Angelo Caruso, Treasurer and Deputy Sheriff Lieutenant, OCSO
Richard Cox, Chief of Police, Village of Solvay

BACKGROUND

Onondaga County is a county in Central New York with an urban core (Syracuse) surrounded by suburban and rural communities. It is home to about 467,000 people, about one-third of whom live in the City of Syracuse. The Sheriff's Department is one of 12 local police agencies in the County. The bargaining unit consists of 208 law-enforcement personnel, including Deputy Sheriffs, Deputy Sheriff Sergeants, and Deputy Sheriff Lieutenants,

The most recent Collective Bargaining Agreement (CBA or Agreement) between the parties expired on December 31, 2003. Since then the terms and conditions of employment for the bargaining unit have been determined by interest arbitration. An award rendered in September 2006 (Peter Prosper, Chairperson) covered the years 2004-2005, and an award rendered in December 2009 (Ronald Kowalski, Chairperson) covered the years 2006-2011.

Subsequent negotiations for a new agreement began in Summer 2011 and continued through July 2012, when impasse was declared by the Union. Mediation under the auspices of PERB succeeded in resolving several issues but did not bring the negotiations to closure, and in December 2012 the Union petitioned for interest arbitration. The Panel was appointed on February 19, 2013. Negotiations between the parties continued informally, however, and a five-year tentative agreement was reached in April 2013. The agreement was not ratified by the Union membership, however, and the arbitration process was continued.

Under Civil Service Law §209.4(g), the Panel is limited to issues "directly relating to compensation." There are a total of five unresolved issues that are before the Panel, all but one involving proposals of the Union. These five issues are:

1. Wages (Union)
2. Longevity (Union)
3. Overtime Pay on Late Call (Union)
4. Clothing Allowance (Union)
5. Overtime Cap (Employer)

One of the standards that the Taylor Law instructs arbitration panels to consider is the compensation of employees performing similar services in "comparable communities." The parties have stipulated that the relevant "comparables" for this

bargaining unit are the sworn police personnel of the city, towns and villages within Onondaga County that have their own police departments. These include the City of Syracuse; the Towns of Camillus, Cicero, Dewitt, Geddes, and Manlius; and the Villages of Baldwinsville, East Syracuse, Liverpool, North Syracuse, Skaneateles, and Solway. The Panel will accordingly use these communities for purposes of comparison.

The discussion below will first summarize the general positions of the parties with respect to other criteria set forth in the Taylor Law, including most notably the Employer's ability to pay. It will then address the specific proposals for change as follows: the current provision in the CBA, if any; the proposal(s) for change; the positions of the parties on the proposed change(s); and the Panel's analysis and award.

POSITION OF THE UNION

The Union argues, first of all, that the Sheriff's Office is the backbone of law enforcement in Onondaga County, whose deputies deserve to be among the highest paid law-enforcement personnel. They routinely provide assistance to local police agencies within the County, and in fact the Sheriff's Office is the primary law-enforcement agency in many areas of the County. The Office includes many highly-trained, specialized units, and it also provides police services to the Onondaga Nation located within the County. Various witnesses, who are not members of the bargaining unit, testified to the skills, dedication, and professionalism of the deputies.

The Union further contends that the Employer is well able to afford the increases in wages and benefits that have been demanded. Kevin Decker, the Union's expert witness, provided compelling testimony and documentary evidence of the Employer's ability to pay. For example, the largest component of County revenues is the sales tax,

and the recent growth in net sales-tax revenue has been dramatic, increasing by 81 percent between 2006 and 2014. And in the two-year period that will be covered by this Panel's award, sales-tax revenue rose by more than 20 percent. At the same time, the County's gross property-tax levy *declined* between 2009 and 2014, as did its full-value tax rate. A small fraction of this reduction would finance the proposed increases for OCSPA members.

There are additional indicators of the County's financial health, argues the Union, to wit: the stabilization of Medicaid expenditures by State legislation; a substantial annual operating surplus in the General Fund; the maintenance of a conservative reserve; a favorable rating from the New York State Comptroller's Fiscal Stress Monitoring System; and excellent bond ratings from all the major bond-rating agencies. In sum, according to Mr. Decker, "the County's conservative and effective financial practices allowed it to successfully navigate the recent economic downturn and emerge in good financial shape."

Finally, asserts the Union, the Employer has failed to put on any evidence that it lacks the ability to pay. Indeed, its Chief Fiscal Officer made no such assertion in his testimony.

POSITION OF THE EMPLOYER

The Employer does not question the valuable services and professionalism of OCSPA members, but it contends that those qualities are already compensated at competitive rates. On ability-to-pay, the Employer points out that the County is subject to outside factors and financial impacts that require restraint when new costs in wages and benefits are considered. As shown in the testimony of Steven Morgan, the

County's Chief Fiscal Officer, there has been a dramatic rise in employee benefit costs (mainly pensions and health insurance) from 2009 to 2013, necessitating the use of a fund balance to cover them. These are major pressures that will continue over time. In addition, Medicaid costs remain high even though statutorily capped by the State. Debt service for roads and other expenditures is projected to grow substantially as well. Other "major budget pressures" include correctional health costs, infrastructure investments, and federal inmate revenue losses. And although sales-tax revenues have risen, these remain volatile, and the losses suffered during the recession of 2008-2009 will never be recovered.

The Employer also notes that even if the Union's demands would result in only a small increase in property taxes, the fact remains that Onondaga County ranks high nationally in the resident tax burden. Thus a property-tax increase of any size must be taken seriously, especially if not otherwise merited. In addition, the evidence shows that the County's real-property tax base hardly grew over the period covered by this proceeding, and it cannot plan for significant increases in this tax base.

Mr. Morgan's testimony provided other important perspectives, argues the Employer. For example, the County is using additional reserves to balance the 2013 budget, leaving it very close to its 10% goal for fund balance. As a result, while the County expects to end the year with a surplus, it is unsure if it will be a budget surplus or if revenue will exceed expenditures. Also, while the County did receive a "no designation" rating from the NYS Comptroller's Office, it was nevertheless assessed "points" because of the level of its fund balance. The credit-rating agencies have also cited credit considerations for the County.

In sum, asserts the Employer, "the ever-rising cost of benefits, combined with the volatile nature of the County's major source of revenue, calls for restraint by the panel in awarding additional compensation to the unit."

* * * * *

We turn now to a discussion of the specific issues that are in controversy.

* * * * *

Wages

There are three pay grades in the bargaining unit. Grade 4 has five pay rates, ranging from \$42,221 for a new employee to \$60,100 after seven years of service. Grade 5 has a probation rate at \$62,011 and a maximum rate at \$65,275. Grade 6 has a probation rate of \$70,946 and a maximum rate of \$74,680. The Union proposes across-the-board increases to these rates of 3.0 percent for the year 2012 and 3.5 percent for 2013. The Employer proposes off-schedule, lump-sum payments ranging from \$300 to \$375 in each of the two years.

The Union argues that its demands are warranted by both the top = quality specialized services provided by members of the bargaining unit and the lag in their pay rates relative to their municipal counterparts. In the 15th year of employment, for example, an OCSPA deputy in January 2011 lagged both the mean and median levels in the County. Further, other police departments in the County received base-pay increases in 2012 and 2013 averaging 2.09 percent and 2.36 percent respectively. Thus the Union's demand would allow it to keep pace with the going rate of increases while modestly narrowing the existing gap.

The Employer argues that across-the-board increases are not necessary for the County to retain its relative standing as a mid-range salary provider. The County is now in the "middle of the pack" on salaries, even without any increases for 2012 and 2013. The increases elsewhere in the County, moreover, do not match those sought by OCSPA in this proceeding. The lump sums proposed by the County will allow the bargaining unit to remain well paid and competitive.

Moreover, the Union's proposals are unreasonable and not market-appropriate, contends the Employer. The record shows that the Employer has no trouble recruiting new personnel at current rates, nor is there evidence of deputies leaving for higher salaries elsewhere. As for the Union's testimony regarding the specialized units in the Sheriff's Office, the fact is that this argument does not apply to the bargaining unit as a whole. While these special units do play a critical role, only a portion of the bargaining unit is involved in providing these services. Further, the testimony regarding the hazards faced by OCSPA members did not advert to hazards beyond those associated with all police agencies. Nothing in this argument warrants the above-market wage increases sought by the Union.

Discussion. The Panel Chair appreciates the appeal of the Employer's arguments with regard to market metrics and specialized skills, but these are not determinative. That is, to the extent some members of the bargaining unit provide specialized services not matched in other police agencies, that might indeed be a basis for differentiating *their* pay, but not for differentiating the pay of the entire bargaining unit. It also appears true that at current pay levels the Employer has little difficulty attracting and retaining its deputies, but it is not clear that the competitiveness of its current pay in the local labor

market differentiates it from other police agencies. The Taylor Law's criteria explicitly instruct the Panel to consider the pay of the bargaining unit relative to that in "comparable communities," but there is nothing in those criteria to suggest that lower pay than in the comparable communities is appropriate because such lower pay is still enough to pass a market test.

The Panel Chair has reviewed the evidence of police pay in the communities that the parties have agreed are comparable to Onondaga County. The Panel Chair has focused on the pay of deputies or police officers, mainly at the maximum, since neither side has suggested an award differentiating bargaining-unit members by rank or seniority, and since deputies at the maximum constitute a substantial majority of the members of this bargaining unit. The record shows that among the twelve comparable municipalities, there are nine where wages for 2012 and 2013 were settled at the time of this arbitration, and three where they were not. While it is not inappropriate to describe the pay structure of the Onondaga County Sheriff's Office as in the "middle of the pack," it is to the Panel Chair's reading more precisely situated closer to the lower precincts of the middle range. As of December 31, 2011, there were six agencies with higher salaries (including Syracuse, which still had not settled its wages for 2011) and six with lower salaries, but two of those were also not yet settled for 2011. In those two, moreover, the maximum salary is reached in the fourth year, as compared to the eighth year here. The Union's expert witness calculated that it would take an increase of about 1.5 percent to get the Employer to the median of the comparables, a calculation that is reasonable.

The parallel analysis of the comparables performed by the Employer did not compare agencies at a fixed point in time, but rather at the point when the current pay became effective in each agency. Even this analysis, however, paints a picture not substantially unlike the Union's. It shows that the maximum base pay of police officers in six of the agencies (including Syracuse, which had no settlement after 2010) was higher than that of Onondaga County. Six agencies were lower, but of those only one actually had a settlement for 2013. Also noteworthy were the raw salary numbers. The agencies with base wages lower than Onondaga County were generally only modestly lower, mostly within less than \$1,000, while the agencies with higher pay were generally \$3,000 to \$6,000 higher. In sum, a reasonable award would still leave this bargaining unit in the middle of the pack.

From the foregoing assessment, the Panel Chair concludes that the salary Award in this arbitration should take account of recent settlements in the area, which have generally been in the neighborhood of 2¼ percent, and also the appropriateness of moving the pay of the bargaining unit toward the true "middle ground" of intra-County police agencies. The Panel Chair sees those considerations as leading to a base salary increase of 2.50 percent for 2012 and 2.75 percent for 2013.

The other major criterion that arbitration panels are instructed to consider is the employer's ability to pay. In this case, the Panel Chair does not see in the record compelling evidence that the Employer cannot pay the amounts to be awarded in base pay and longevity (below). To be sure, the County, like all municipalities in New York State, has had its fiscal challenges in recent years, and the Panel Chair appreciates that counties must shoulder demands that are not imposed on cities, towns and villages. At

the same time, however, the data that have been provided on revenues and taxes do not paint a picture of abnormal constraints in Onondaga, especially the facts that the County has actually been able to reduce its true-value property tax rate, that sales tax receipts have been healthy for some years (even granting that these receipts can be volatile), that there is a reasonable fund balance, and that the County will be getting no little relief on the expenditure side by the State's assumption of Medicaid increases. It is true that pension costs will likely continue to be a major challenge, but the pay increases proposed here are not outside, and the current fiscal condition of the County is by all appearances stable.

Award: The Panel Chair awards across-the-board increases in base pay as follows:

- Effective with the first full pay period after January 1, 2012, increase each step at each grade by 2.50 percent
- Effective with the first full pay period after January 1, 2013, increase each step at each grade by 2.75 percent
- Award is retroactive to the first full payroll periods of 2012 and 2013 on overtime wages and holiday pay
- Eligibility to receive payment of retroactive wages shall be limited to those members of the bargaining unit who were employed as of December 31, 2013.

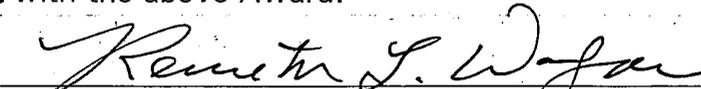
I ~~(concur)~~ (do not concur) with the above Award.

Date: 5/5/14


Peter Troiano
Public Employer Panel Member

I (concur) ~~(do not concur)~~ with the above Award.

Date: 5/1/14


Kenneth L. Wagner, Esq.
Public Employee Organization Panel Member

Longevity

There is at present no explicit longevity provision in the Agreement. The Union proposes to add an additional step to each grade in the salary schedule. At Grade 4, employees would receive an additional \$1,000 after ten years of service; at Grade 5, employees would receive an additional \$1,300 after five years in grade; and at Grade 6, employees would receive an additional \$1,500 after five years in grade. The Employer proposes no change in longevity payments.

The Union argues that a main reason that the OCSPA unit is underpaid is the absence of longevity pay. This unit is unique in lacking this standard element of police compensation. The anomaly of this omission should be corrected by the Panel.

The Employer argues that the Union's proposal is really for new salary steps based on years of service. Where longevity provisions are found in other contracts, they are lump-sum payments of specific amounts, not additional steps in the schedule. The parties here have a history of dealing with compensation increases through the base-wage scale, and not through longevity allowances. The 2009 interest-arbitration award made equity adjustments in the salary schedule where necessary, and accordingly declined to award longevity pay. This Panel should likewise reject the proposal.

Discussion. The record shows that the absence of a longevity provision for this bargaining unit is unique among police forces in Onondaga County and very unusual in police contracts generally. Accordingly, the Panel Chair is disposed to grant the addition of a longevity provision to the compensation package of this unit, but it is also persuaded by the Employer's argument that longevity is typically paid as a fixed-sum payment rather than an extra step in the wage schedule. Further, the Panel Chair notes

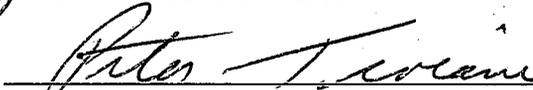
that many of the first longevity payments in the comparable communities are lower than the payments proposed by the Union. Finally, the Panel Chair is sensitive to the cost implications of this new pay provision and will therefore delay its effective date until one year into the period covered by this Award.

Award: The Panel Chair awards a longevity provision with the following specifications:

- at Grade 4, \$800 after 12 years of service
- at Grade 5, \$1,000 after 5 years in grade
- at Grade 6, \$1,200 after 5 years in grade
- provision effective with the first full pay period after January 1, 2013
- going forward, paid on a prorated basis in each pay period.

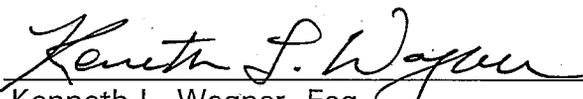
I (concur) (do not concur) with the above Award.

Date: 5/5/14


 Peter Troiano
 Public Employer Panel Member

I (concur) (~~do not concur~~) with the above Award.

Date: 5/1/14


 Kenneth L. Wagner, Esq.
 Public Employee Organization Panel Member

Overtime Pay for Late Calls

Article 7 of the current Agreement provides in relevant part as follows :

Where a member is required by the Sheriff, or by a Court or Administrative Agency, in accordance with the current practice, to work beyond his regular work schedule, the County agrees to pay for such time at one and one-half (1½) times the regular rate of compensation. Civil court appearances shall not be considered required by the Sheriff for overtime purposes. The current practice of a fifteen (15) minute roll call time and time spent on any late call that does not extend at least one (1) hour beyond such regular tour of duty shall not be included in the computation of overtime.

The Union proposes to delete provisions excluding late calls of less than one hour from the computation of overtime. The Employer proposes no change in these provisions.

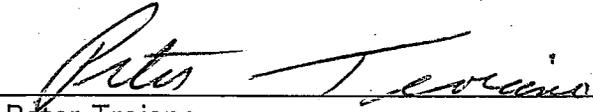
The Union argues simply that not paying overtime on late calls that last less than one hour is a prevailing unfairness that the Panel should correct.

The Employer argues that while short-term late calls do not produce overtime pay, a deputy who returns up to 15 minutes early is likewise not docked salary. The time spent on late calls is not actually unpaid time, but simply time that is included in the unit member's biweekly salary. Further, the overtime provision in the OCSPA contract is unusually generous in that includes non-worked time in calculating overtime eligibility. In addition, late calls of more than 30 minutes but less than one hour generate compensatory time for the deputy. It is thus not reasonable to modify the one-hour provision without making corresponding changes to other overtime practices.

Award: For the reasons set forth by the Employer, the Panel Chair declines to grant any change in the policy on late calls.

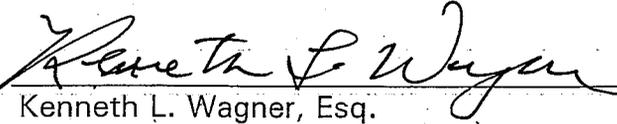
I (concur) ~~(do not concur)~~ with the above Award.

Date: 5/5/14


Peter Troiano
Public Employer Panel Member

I ~~(concur)~~ (do not concur) with the above Award.

Date: 5/1/14


Kenneth L. Wagner, Esq.
Public Employee Organization Panel Member

Clothing Allowance

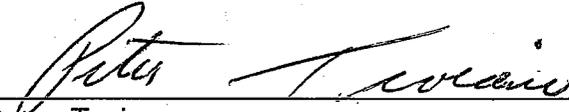
The current Agreement provides for a semi-annual clothing allowance of \$225. The Union proposes increases in this allowance to \$300 in 2012 and \$350 in 2013. The Employer proposes no change in this provision.

The Union argues that this proposal should be awarded by the Panel since the current allowance has not been raised since at least 2000. Such an award is necessary to adequately compensate detectives and other unit members whose daily work attire is not provided by the County.

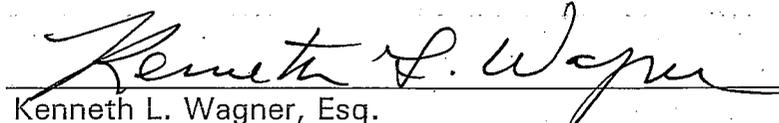
The Employer argues that about 25 percent of the bargaining unit receives the clothing allowance. In addition, other OCSPA members are provided with uniforms and equipment directly, which are replaced as needed without cost to the employee. The current program is equitable and reasonable, and there is no rational basis for increasing the clothing allowance.

Award: The Panel Chair concludes that, for the reasons adduced by the Employer, the clothing allowance should not be increased.

I (concur) (do not concur) with the above Award.

Date: 5/5/14 
Peter Troiano
Public Employer Panel Member

I (concur) (do not concur) with the above Award.

Date: 5/10/14 
Kenneth L. Wagner, Esq.
Public Employee Organization Panel Member

Overtime Cap

The Employer proposes a new provision on overtime, by which employees with 14 or more years of service would not be allowed in any year to earn overtime compensation that exceeded the overtime ceiling defined in the New York State Retirement and Social Security Law. Exceptions to this ceiling would apply when necessary due to operational need or emergency. The ceiling for 2013 would be \$16,390. The Union urges that this provision not be adopted.

The Employer argues that the rationale for this proposal is cost savings. The County's pension contribution rate for employees at Tier 5 and Tier 6 is much lower than that for employees at Tiers 1 through 4. There is a statutory overtime ceiling applicable to Tiers 5 and 6, but not Tiers 1 through 4. The County's aim is reduce its retirement contributions by capping overtime for those employees with higher contribution rates. This is one way to restrain the ever-growing retirement obligations that exist for the bargaining unit. The proposal would affect a small portion of the bargaining unit (29 members in 2012 and 27 in 2013 would have been affected if the proposal had been in place). The proposal is reasonable and should be included in the final award.

The Union argues that the ostensible reason to cap overtime earnings is to address pension-padding abuse, but there is no evidence that this is a problem in the OCSPA unit. The cap would have virtually no effect on County contributions to the retirement system, as the rate is set statewide. However, such a cap would be disruptive to the personal lives of members. OCSPA has in fact proposed a rotating system of voluntary overtime,

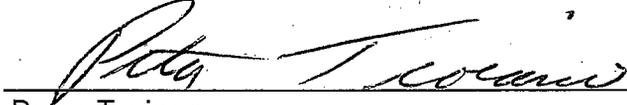
which would spread out overtime compensation and thus partly address the County's purpose.

Award: The Panel Chair notes that there is no requirement that overtime be assigned by seniority, and for the reasons set forth by the Union he is not persuaded that an overtime cap is the most effective or equitable way to control overtime costs. It is thus the Panel Chair's determination that the proposed cap should not be awarded.

I (concur) (do not concur) with the above Award.

Date:

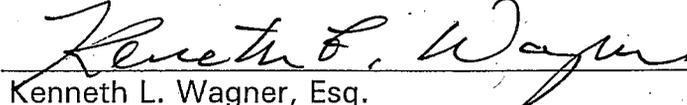
5/5/14


Peter Troiano
Public Employer Panel Member

I (concur) (do not concur) with the above Award.

Date:

5/1/14


Kenneth L. Wagner, Esq.
Public Employee Organization Panel Member

SUMMARY OF AWARD

The base pay of the members of the bargaining unit for the period January 1, 2012, through December 31, 2013, shall be increased as set forth above. Longevity payments shall be made to eligible bargaining-unit members as set forth above. The proposed changes with regard to overtime for late calls, clothing allowance, and overtime caps are not awarded.

The Panel shall retain jurisdiction of this matter for the purpose of resolving any dispute that may arise over the implementation of this Award.

Date: 4/30/14

Howard G. Foster

Howard G. Foster
Public Panel Member and Chair

STATE OF NEW YORK)
COUNTY OF ERIE)

SS:

I, Howard G. Foster, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is an Interest Arbitration Award.

April 30, 2014

Howard G. Foster

Howard G. Foster
Public Panel Member and Chair

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

SS:

I, Peter Troiano, do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is an Interest Arbitration Award.

May 5, 2014

Peter Troiano

Peter Troiano
Public Employer Panel Member

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

SS:

I, Kenneth L. Wagner, Esq., do hereby affirm upon my oath as Arbitrator that I am the individual described in and who executed this instrument, which is an Interest Arbitration Award.

May 1, 2014

Kenneth L. Wagner

Kenneth L. Wagner
Public Panel Member and Chair

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of Interest Arbitration

between

Concurring Opinion

Onondaga County and
Sheriff of Onondaga County

PERB Case No. IA2012-018

and

Onondaga County Deputy
Sheriffs' Police Association

On the whole, I believe the Panel's Award is a "just and reasonable determination," as it provides an across-the-board wage increase that is consistent with comparable intra-County police departments and it nudges the compensation up the scale of these comparable units. The Award also quite properly addresses the glaring omission of longevity from the deputies' compensation package. I write this separate concurrence, however, to note some differences between the approach to these matters taken by the Panel Chair and my rationale for approving the compensation items contained in the Award.

First, I agree that it is appropriate to move the OCSPA unit's pay further up the scale of comparable departments. I disagree, however, that such movement should be merely "toward the true 'middle ground' of intra-County police agencies." In my view, the record evidence showed that the OCSO is the backbone of law enforcement within Onondaga County. Outside the City of Syracuse, which is largely handled by the Syracuse Police Department, the OCSO provides a wide array of top-quality specialized police services across Onondaga County. It also

handles the most calls, has the best-trained personnel, takes on the most complex investigations, and routinely assists other agencies whose capacity and resources are less than those of the Sheriff's Office. Moreover, excluding the federal government and the State of New York, the County has the most financial resources of any employer of law enforcement personnel within Onondaga County. The members of the OCSO unit should therefore be among the best-paid, not merely in the middle of the pack.

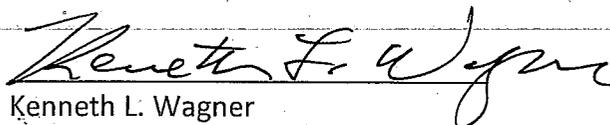
Second, I wholeheartedly agree with the Panel Chair's assessment that it was necessary to institute longevity pay. The absence of longevity from the OCSO unit's compensation is highly anomalous among police agencies in this State; it is certainly unique within the County. However, in my judgment delaying implementation for one year was unnecessary; the evidence showed the County has ample ability to pay for not only the terms of this Award, but also for the terms of a much more generous one. I also believe that newly promoted Sergeants and Lieutenants should continue to receive the longevity payments they received under a lower rank until they have enough years in grade to qualify for the longevity pay associated with their current rank. However, notwithstanding these points of disagreement, the longevity pay awarded by the Panel is a very welcome benefit.

Third, for the reasons cited by the Union, I believe that the Panel should have corrected the failure of the County to pay for late calls lasting less than one hour. For all practical purposes, OCSO unit members are paid on an hourly basis; it is standard protocol that hourly-paid employees are compensated for all time worked. In my view, this omission should have been rectified.

Fourth, I disagree with the Panel's determination not to grant any increase in the clothing allowance. This term has not been increased in upwards of 15 years. The Award should have contained an appropriate increase.

Finally, regardless of my disagreement with the rationale and the outcome in connection with certain points, the Award is, in my judgment, a good one that is based on the Taylor Law criteria and the evidence submitted by the parties. I therefore respectfully concur.

May 1, 2014


Kenneth L. Wagner
Employee Organization Panel Member