

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
INTEREST ARBITRATION PANEL

In the Matter of the Interest Arbitration Between
CITY OF SYRACUSE,

Public Employer,
-and-

SYRACUSE POLICE BENEVOLENT
ASSOCIATION, INC.,
Employee Organization.

PERB Case No. IA2020-11; M2020-004

INTEREST ARBITRATION
AWARD

For the period
January 1, 2018-December 31, 2019

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED
JUN 29 2021
CONCILIATION

BEFORE:

Timothy S. Taylor, Esq.
Public Panel Member and Chairperson

Nolan J. Lafler, Esq.
Blitman & King, LLP
Employee Organization Panel Member

Corey Driscoll Dunham,
City of Syracuse
Public Employer Panel Member

APPEARANCES:

For the Police Benevolent Association, Inc.
Blitman & King LLP
By: Kenneth L. Wagner, Esq.

For the City of Syracuse
Bond, Schoeneck & King, PLLC
By: Colin M. Leonard, Esq.

BACKGROUND

Pursuant to the provisions contained in Section 209.4 of the Civil Service Law, the undersigned Panel was designated by the New York State Public Employment Relations Board (“PERB”) to make a just and reasonable determination of a dispute between the City of Syracuse (“City”) and the Syracuse Police Benevolent Association, Inc. (“PBA”) for the two year period of January 1, 2018 through December 31, 2019.

The City is a municipal corporation located in Onondaga County, New York with a 2020 population of 141,491 which is a -2.53% decline from the 2010 estimated population of 145,170. It is the 5th largest city in New York. Syracuse’s population is declining at the annual rate of -0.29%. In 1950, Syracuse had a population of 220,583. The City spans 25 square miles and has a population density of 5,653 people per square mile. The average household income in Syracuse is \$55,573 with a poverty rate of 31.04%. The median house value is \$94,400.00. The median age is 31.7 years. Syracuse is the county seat of Onondaga County, New York and is the economic and educational hub of Central New York, which has a four county Metro population of over 640,000.

The City has a Police Department with 434 full-time, budgeted uniform positions. The bargaining unit includes all uniformed police, excluding the Chief of Police, the Deputy Chiefs of Police and certain other civilian employees of the Police Department. The bargaining unit includes the positions of Police Officer, Sergeant, Lieutenant and Captain. The Police Department operates 24 hours a day, every day of the year.

The last negotiated Collective Bargaining Agreement (“CBA”) between the City and PBA covered the period 2016 through 2017. When that agreement expired, the parties met, negotiated, and reached a tentative agreement subject to ratification by the PBA’s membership

and to legislative approval by the City's Common Council. That agreement ("2018-2019 Memorandum of Agreement") was ratified by the PBA's membership but was rejected by the City's Common Council. Thereafter, the parties proceeded to interest arbitration. On February 1, 2021, the PBA filed its Petition for Interest Arbitration pursuant to Section 209.4 of the Civil Service Law.

The City filed a timely Response to the Petition dated February 12, 2021. Thereafter, on March 5, 2021, the undersigned Panel was designated by PERB, pursuant to Section 209.4 of the New York State Civil Service Law to make a just and reasonable determination of this dispute.

A hearing was conducted via Zoom on June 8, 2021. At the hearing both parties were represented by counsel. Both parties were afforded the opportunity to present witnesses and documentary evidence in support of their respective positions. Both parties submitted numerous and extensive exhibits and witnesses, including post-hearing briefs in support of their respective positions.

Thereafter, the Panel thoroughly reviewed all data, evidence, arguments, sworn testimony, and the issues submitted by the parties. After significant discussion and deliberations during an Executive Sessions, the Panel was able to reach consensus on an Award. As a result, this Award represents the determination of the Panel Chair, who was joined by at least one (1) other Panel member on all items.

The parties' positions are adequately specified in the Petition and the Response through numerous exhibits, sworn testimony and post-hearing briefs, all of which are incorporated by reference into this Award. Such positions will be summarized for this Interest Arbitration Award ("Award"). Set out herein is the Panel's determination as to what constitutes

a just and reasonable Award setting forth the terms and conditions for the two year period January 1, 2018, through December 31, 2019.

In arriving at such determination, the Panel has individually reviewed and considered all of the following criteria, as detailed in Civil Service Law Section 209.4(c)(v):

- 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 the 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 of other employees performing similar services or requiring similar skills under similar working conditions in public and private employment in comparable communities.

PBA'S POSITION ON COMPARABILITY

The PBA puts forth Albany, Buffalo and Rochester as the appropriate complement of “comparable communities” under Civil Service Law § 209.4(c)(v). In support of its position, the PBA relies upon prior interest arbitration awards between the parties, specifically the 1998-1999 award issued by Arbitrator Thomas Rinaldo, the 2000-2001 and 2001-2003 awards issued by Arbitrator Jeffrey Selchick, and the 2004-2005 award issued by Arbitrator Rinaldo. In those awards, Arbitrators Rinaldo and Selchick confirmed that, in light of the statutory factors, Syracuse is most appropriately compared with Albany, Buffalo and Rochester.

The PBA further cites the Rinaldo and Selchick awards as grounds to reject the broader complement of comparable communities proposed by the City, to wit, Albany, Buffalo and Rochester, but also Binghamton, Niagara Falls, Rome, Schenectady, Troy and Utica. Arbitrators Rinaldo and Selchick concluded in their awards that neither Binghamton, Niagara Falls, Rome, Schenectady, Troy nor Utica was comparable to Syracuse within the meaning of Section 209.4(c)(v).

CITY'S POSITION ON COMPARABILITY

The City contends that the ten cities in upstate New York should be the comparable universe and should not be limited to just Buffalo, Rochester and Albany. Although population should be a factor to determine comparability, according to the City, it should not be determinative.

The City takes note of prior interest arbitration awards involving the City where the ten upstate city universe was determined to be the comparable group. These include the 1995 Martin

F. Scheinman award involving the fire department, the 1983 Stanley Aiges award involving the police department and the 1979 Dana Eischen award involving the fire police department.

As stated by Arbitrator Scheinman:

Similarities in population are certainly relevant in determining whether two (2) communities are appropriate comparable jurisdictions for purposes of the Taylor Law. However, population is not the only or even the most relevant criteria in determining the comparability of jurisdictions pursuant to the requirements of the Taylor Law. There is no language in the Taylor Law mandating that cities with similar populations be deemed comparable to one another. Nor is there any language in the Taylor Law mandating that cities with populations between one hundred twenty-five thousand (125,000) and one (1) million inhabitants be compared with one another. If similarity in population among New York State communities were the only relevant factor in determining comparability, as the Association suggests, then the Taylor Law would mandate comparisons between employees in communities with similar populations. However, it does not. . . . Determinations regarding the comparability of communities for the purposes of the comparisons required by the Taylor Law, must focus on factors other than population alone, such as geographical location, per capita income, household income, cost of living and salaries paid to other employees in the community.

City of Syracuse and Local 280, International Association of Fire Fighters, AFL-CIO, Martin F. Scheinman, 1995, pp. 101-102 (emphasis added).

And by Arbitrator Eischen: “Considerations of size, labor market parameters, location and population density, suggests to me that the sample of ten Upstate cities is a more accurate comparability measurement in this case.” City of Syracuse and the Syracuse Police Benevolent Association, Dana Eischen, 1979, p. 8, C-10. See also City of Syracuse and the Syracuse Police Benevolent Association, Stanley L. Aiges, 1983, p. 43, C-12.

The City notes that Arbitrator Scheinman rejected the attempt by the City's firefighter union to limit the comparable universe to Buffalo, Rochester and Yonkers in his arbitration award for 1994-95. Instead, he found the ten upstate universe to be appropriate:

Based upon the record evidence, we find that these nine (9) upstate New York communities are all comparable to Syracuse for purposes of the comparisons mandated by the Taylor Law. Like Syracuse, these communities are all located in upstate New York. As noted above, the median household incomes and per capita incomes of the residents of these communities are similar to the median household incomes and per capita incomes of the residents of Syracuse. Although not identical, we also find that considering the other evidence of comparability, the populations of these nine (9) upstate New York communities, which range from approximately fifty thousand (50,000) to three hundred and thirty thousand (330,000), are similar enough to the population of Syracuse (163,860) to justify a finding of comparability . . . Thus, we find that Rochester, Buffalo, Albany, Schenectady, Binghamton, Troy, Rome, Niagara Falls and Utica are the appropriate comparable communities for the purposes of the comparisons required to be drawn by the Taylor Law.

Finally, the City points out that it is important to note that the PBA provided the Panel with no evidence on comparability, while the City did present significant evidence. The City contends it would be erroneous for the Panel to rely on other arbitration decisions (limiting it to Buffalo, Albany and Rochester) where the evidence before the Panel in this case only supports comparability based on the ten upstate cities.

PANEL DETERMINATION ON COMPARABILITY

Both parties acknowledge that police officers employed by the cities of Rochester, Albany and Buffalo are viewed as primary comparables. The Panel finds no reason to deviate from the prior interest award between the City and PBA, which found the parties' agreed-upon police groups of primary comparables to be the most appropriate, and that other municipalities within and outside of Onondaga County are also considered as relevant, given their geographical

proximity to the City. They share similar local economics, demographics and a similar range of wages and benefits for police officers.

ABILITY-TO-PAY

The Panel is required under CSL Section 209.4(c)(v)(b) to consider in its Award "the financial ability of the public employer to pay."

PBA'S POSITION ON ABILITY-TO-PAY

The PBA maintains that the City is able to pay for the Award, and that it submitted no evidence to the contrary. The PBA acknowledges the testimony of City Budget Director Timothy Rudd that Syracuse faces many of the financial constraints faced by struggling Upstate cities. Critically, however, Director Rudd did not once testify that the City could not afford the award, or that it lacked the ability to pay. The absence of such testimony – particularly regarding the disputed issue of retroactivity – was powerful.

And while the PBA appreciates the novel budgetary pressures bearing on the City as a result of the COVID-19 pandemic, it is undeniable that the City has received enormous financial assistance – to the tune of \$123 million – as part of the federal American Relief Plan. Director Rudd testified that the ARP funding would assist the City with one-time costs, including the retroactivity of benefit enhancements provided for in the Award.

For these reasons, the Panel must conclude that the City has – within the meaning of the Taylor Law – the ability to pay for the Panel's award.

CITY'S POSITION ON ABILITY-TO-PAY

The City contends that it is of significance that in the current financial climate, it has not taken the position that it has no ability to pay any of the financial items requested by the PBA.

Indeed, if the Panel agrees to award certain, many, or all of the terms agreed to by parties, PBA members will receive substantial financial benefits including:

- 4.5% general wage increase, with retroactivity
- Significant increase in longevity amounts
- Significant increase in rank differentials
- New incentive payments for education, military or foreign language proficiency

Nevertheless, the City argues that the Panel should hold the line on further spending beyond this financial package. According to the City, the Panel must take into account what the City has already agreed to pay as part of its determination on ability to pay. In other words, it is the total cost of this Award that is relevant – not just whether the City has the ability to pay the additional cost for retroactivity on the three at-issue items.

Second, the City argues there should be no dispute there is a limit on the City's ability to pay, as indicated by evidence before the Panel. For example, the City's property tax revenue is basically stagnant, growing at 0.1% per year over the past six years. C-2. State aid at \$71 million has not increased in a decade. Sales tax revenue is the only item where an increase has occurred, but still only a modest one at 2.25% per year.

Third, the City argues that its high poverty rate makes securing additional revenue from its residents (through growth in sales tax or property tax revenue) unlikely. The City has already exceeded 75% of its constitutional tax limit. Increasing taxes on an already poor community is not only unfair, but also largely ineffective.

Fourth, the City notes that its fund balance is only 16.8% of its annual budget. This level of "rainy day savings" is below the recommended threshold of 20%. The City points out that in four out of the last five years, the City has taken from its fund balance, not added to it.

On the expenditure side, the City argues that it has worked diligently to control the growth in its spending. In fact, from FY 16 to FY 21, the City's overall expenditures have decreased by \$10 million. However, police spending has not. And of course, following the Panel's award, FY 18 and FY 19 will show notable increases in police costs when compared to FY 16 and 17. The City notes that such makes for little justification to further increase police expenditures through the actions of this Panel.

The City points out that the PBA presented no independent analysis of the City's ability to pay. This is noteworthy. Without any such expert, outside analysis, the City argues that the Panel would be making assumptions about "how much" it can afford. In light of the absence of this analysis, the City contends the Panel should take great care in making decisions on the financial items at issue.

According to the City, the American Relief Plan should not be considered as a source of revenue for this award. Importantly, the Panel is constrained by the statute to issue an award for 2018 and 2019 only, according to the City. Additionally, there appears nothing in the law to authorize use of the stimulus funds to pay for police wages the City contends.

PANEL'S DETERMINATION ON ABILITY TO PAY

The Panel Chair has carefully considered the statutory criteria regarding Ability to Pay as provided through the positions of the parties from the sworn testimony, exhibits and post hearing briefs filed, forming the record in this matter. The 2010 national recession is over. The New York State and local economy have adjusted to the new normal of lower state and local taxation, lower rates of inflation and unemployment, and moderate increases in real property valuation. The recovery from the recession has been moderately successful in Central New York, and particularly Onondaga County. The pandemic caused tremendous

economic disruption in Central New York, which was offset by massive federal aid to individuals, business, and most recently federal aid to state and local governments. The City shows no signs of fiscal stress at this time. The Panel Chair finds that the record establishes that the fundamental economic conditions of the City are stable and good.

The City has done an excellent job of managing its resources. It has a healthy fund balance according to industry standards. Its residents own moderately valuable properties, and its residents have good employment. The City has more poverty and fewer of its residents over the age of 65 than the primary comparable cities of Buffalo and Rochester.

The Panel Chair is convinced that the City's current conservative fiscal management, along with its improving economic conditions, will allow it to maintain a good to strong economic position. The Panel Chair finds that the City has the ability to pay for this Award.

INTERESTS AND WELFARE OF THE PUBLIC

The Panel is also required under CSL Section 209.4(c)(v)(b) to consider in its Award “the interests and welfare of the public.”

PBA'S POSITION ON INTERESTS AND WELFARE OF THE PUBLIC

This criterion encompasses the public in general and the residents of the City in particular. The PBA maintains that it is beyond dispute that the “public”, however broadly or narrowly that word is construed, is best served by having a professional, well-trained police department staffed with qualified and experienced police officers. The PBA contends that only when wages and benefits are at a sufficient level will the City attract candidates and retain them as police officers. The PBA argues that when a municipality, such as the City, is fortunate enough to be in a sound financial condition the interests and welfare of the public

compel an Award at a level which will entice persons to become and remain members of the City police department, and one that will reflect the police officers' relative status and position in the City and the surrounding law enforcement community.

CITY'S POSITION ON INTERESTS AND WELFARE OF THE PUBLIC

The City believes that the interests and welfare of the public are best served by a diligent and well-trained police force. In particular, the City's effort to secure a residency agreement in this contract reflects that very interest. While the City maintains there are of course costs to operating a police department, it believes that the costs must be moderate in nature.

The City's inability to offer significant financial concessions does not reflect a lack of acknowledgment of the critical work performed by the members of this unit. It is instead a reflection of the City's financial situation, coupled with the significance of the monetary increases requested by the PBA.

PANEL'S DETERMINATION ON INTEREST AND WELFARE OF THE PUBLIC

The Panel determines that police officers serve a vital and essential function. The public is best served by a well-trained police department staffed with qualified and experienced police officers.

COMPARISON OF PECULIARITIES OF THE POLICE PROFESSION

CSL Section 209.4(c)(v)(c) requires the Panel to compare the attributes of the police profession with other trades or professions. The Panel has carefully considered the statutory criteria regarding the comparison of the police profession with other trades or professions, including specifically: (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; and (5) job training and skills.

PBA'S POSITION ON PECULIARITIES OF PROFESSION

The PBA argues that the police profession is unique and no real comparison can be made with other trades or professions. Instead, this criterion looks inward and examines the peculiarities of the police profession itself. In that regard, appropriate weight must be given to the especially hazardous nature of a police officer's work and to the special qualifications, training, and skills required of a police officer as shown in the civil service job descriptions, training and fitness standards introduced as PBA Exhibits

CITY'S POSITION ON PECULIARITIES OF PROFESSION

The City acknowledges that the work of police officers can be hazardous at times. The City notes that the historical wage increases given to the City's police officers when compared to its other bargaining units reflects this fact. The City also points out that the City's police officers have been compensated for many years above what other employees generally make in manufacturing, for example, which is again a reflection on the nature of the work that police do.

PANEL'S DETERMINATION ON PECULIARITIES OF PROFESSION

The parties do not dispute the fact that appropriate weight must be given to the especially hazardous nature of police work, and the unique training, skills, pressures, and dangers that police officers face each day. The Panel Chair finds that the peculiarities of the profession mandate a direct comparison with police officers.

TERMS OF THE PARTIES' COLLECTIVE BARGAINING AGREEMENTS

The Panel is required to consider the parties' bargaining history under CSL Section 209.4(c)(v)(d). The record includes all collective bargaining agreements and Interest Arbitration Awards between the parties through 1998-2017.

PBA'S POSITION ON TERMS OF PRIOR AGREEMENTS

The PBA maintains that, as collective negotiations under the Taylor Law extend to the negotiations and administration of a CBA, including the resolution of questions arising thereunder, the Panel should and must consider under this criterion the full range of transactions affecting the parties' labor relationships. The PBA stresses that certain of the City's proposals seek to alter the parties' Agreement dramatically. The Panel has diligently reviewed the terms of CBA's negotiated in the past, and the interest arbitration award referenced above. This history provides significant context for the Panel to develop and create a just and reasonable Award.

CITY'S POSITION ON TERMS OF PRIOR AGREEMENTS

The City presented evidence to the Panel on the history of settlements and interest arbitration proceedings between the parties, dating back to 1969, as well as the terms of various memoranda of agreement reached during the course of negotiations. Based on this information, the City contends that there is no support for excessive retroactive financial payments on the three issues in which retroactive payment is at issue.

PANEL'S DETERMINATION ON TERMS OF THE PARTIES' COLLECTIVE BARGAINING AGREEMENTS

The Panel has diligently reviewed the terms of prior collective bargaining agreements and interest arbitration awards referenced above. This history provides significant context for the Panel to develop and create a just and reasonable Award.

BASE WAGES

The full text of the proposals and a summary of each proposal have been provided to the Panel, and are set forth earlier in this Award. Central to the PBA demands is financial compensation for unit members for the genuine danger they confront on a daily basis. The essential and dangerous nature of police work is recognized by the very statute that provided for this Interest Arbitration proceeding.

CITY'S POSITION

The City contends that a wage increase of 2.5% for 2018 and 2% for 2019 is supported by the statutory criteria. These increases are similar to increases provided in other cities in the comparable universe for the years 2018, including Rome and Schenectady, although it trails the increase provided in Buffalo for 2018. They also are in line with increases provided in the comparable universe for years beginning in 2020 and beyond, including Niagara Falls, Rome and Schenectady and largely consistent with the split increases made in Troy, depending on police officer level. In addition, these increases for Syracuse police officers are largely consistent with the increases provided to Syracuse police dating back to 2000.

PBA'S POSITION

The PBA proposes that the Panel adopt across-the-board wages increases of 2.5% effective upon and retroactive to January 1, 2018, and of 2.0% effective upon and retroactive to January 1, 2019. These increases were previously agreed upon and called for by the 2018-2019 Memorandum of Agreement; the parties further agreed in their Memorandum of Agreement that retroactive payments would be issued to current active members within 45 days of the Panel's opinion and award. The increases are warranted by the record, are consistent with the parties'

historical pattern, and fit well within the trend of recent, negotiated increases for police units in comparable Upstate cities.

PANEL DETERMINATION ON BASE WAGES

The Panel Chair has carefully considered the statutory criteria balancing the reasonable economic needs of the City's police officers with the City's obligations in the context of what is fair and reasonable. Wages are one of the essential elements of any labor agreement. Employees have concerns and are anxious about the wages they will be paid, and wages represent the City's greatest expenditure. The record contains data to support Base Wage increases for both years. The City has genuine economic concerns for its residents. While the City has every right to have concerns for its taxpayers, the Panel Chair must assess the City's overall finances in rendering an Award. The City is in a good financial position. It has solid and reliable revenue streams, and solid and reliable financial reserves. The Comptroller's assessment of the City's overall financial health is good, indicating that the City is not in any financial distress. The overall evidentiary picture regarding the wage increases awarded by the Panel will allow City officers to retain their relative standing relative to the universe of comparables. The Panel Chair does find justification for City police officers to maintain their standing relative to other police officers in the universe of comparables. If the Panel awarded no wage increases, the Panel would jeopardize the relative standing of the City's police officers.

In concluding that salary schedules shall be increased by 2.5% effective January 1, 2018 and 2.0% effective January 1, 2019, the Panel Chair finds that the City has the ability to pay for a fair increase in wages overall. Accordingly, and after careful consideration of

the statutory criteria, sworn testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON BASE WAGES

2018 – 2.5% general wage increase, retroactive to January 1, 2018

2019 – 2.0% general wage increase, retroactive to January 1, 2019

Retroactive payments for the years 2018 and 2019 shall be paid to all members who were active those years, including on a pro rata basis to those who were active for less than the full two- year period. All other retroactive payments shall be paid to current active members within forty-five (45) days of the issuance of this Opinion and Award.

✓

Concur

Dissent

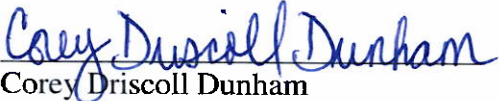


Nolan J. Lafler, Esq.
PBA Panel Member

✓

Concur

Dissent



Corey Driscoll Dunham
City Panel Member

HEALTH INSURANCE CONTRIBUTIONS

CITY'S POSITION

The City contends that the statutory criteria also support the parties' agreement to increase health insurance contributions. Specifically, for the first time, the City's police officers (hired following the payment of the wage increase referred to above), will pay a percentage of the health insurance premium, rather than a flat dollar amount. This benefits the City in a significant manner in that going forward, a police officer will share in the burden of ever-increasing insurance premiums instead of paying a flat dollar amount, despite any increase in the premium. With regard to current employees who will continue to pay a flat dollar amount, the

increase nevertheless amounts to a 15% increase. This is an important, though small, step to continue to try and align police officers with other City employees in terms of their contributions for insurance.

PBA'S POSITION

The PBA proposes that the Panel adopt three (3) changes to the health insurance benefit available to bargaining unit members. First, that health insurance contributions for current members increase by \$15 per month for single coverage to \$115, and by \$30 per month for family coverage to \$230 per month. Second, that all new unit members hired after retroactive payments issue to current members pay 15% of the annual premium equivalent for single and family coverage. And third, that contribution rates for retirees are frozen at the annual rate for coverage in effect at the time of retirement. The PBA submits that the proposed changes to employee health insurance are fair, balanced, supported by the record and were agreed upon in the 2018-2019 Memorandum of Agreement.

PANEL DETERMINATION ON HEALTH INSURANCE

The Panel Chair recognizes these increases in health insurance contributions are consistent with prior increases, while also acknowledging the City's desire to move to a percentage as opposed to a fixed amount. Accordingly, and after careful consideration of the statutory criteria, sworn testimony exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON HEALTH INSURANCE

The Panel adopts and awards the following modifications to health insurance:

1. Health insurance contributions for current members shall increase \$15 per month for single coverage to \$115 and increase \$30 a month for family coverage to \$230 a month.

2. All members hired following the payment of the retroactive wage increase set forth in this award above shall pay 15% of the annual premium equivalent for single and family coverage.
3. Retirees will lock in at the annual rates for coverage at their time of retirement.

✓

 Concur

 Dissent

Nolan J. Lafler

 Nolan J. Lafler, Esq.
 PBA Panel Member

✓

 Concur

 Dissent

Corey Driscoll Dunham

 Corey Driscoll Dunham
 City Panel Member

RANK DIFFERENTIALS

CITY'S POSITION

The City argues that the statutory criteria also support the parties' agreement on rank differentials. A small differential between ranks may create a disincentive for a police officer to pursue a higher rank (and those in a rank above police officer to continue to pursue opportunities in higher ranking positions). Several cities in the comparable universe have differentials in their ranks that exceed those in Syracuse, including Albany, Rochester, Schenectady, Troy and Utica.

However, the City contends that the statutory criteria do not support any retroactive pay on this issue. Specifically, the City's position is that this differential should be paid on a go-forward basis because it is intended to serve as an incentive for officers to pursue higher ranks. The City points out that such officers will receive a 4.5% wage increase as part of this contract. They should not receive additional scarce dollars just for holding the rank, as compensation for such past service is already included in the current rank differentials. If the Panel awards retroactive pay on the issue of the Rank Differentials, the City contends, it will amount to a

determination that some, but not all, of the bargaining unit should receive a higher retroactive wage increase. The criteria do not support such an award argues the City.

PBA’S POSITION

To incentivize promotional opportunities, the PBA proposes that the negotiated rank differentials for Sergeants, Lieutenants and Captains be increased as follows below:

Rank	Current	New (Less than 3 years in the position)	New (3 or more years in the position)
Sgt.	77,670	85,000	89,500
Lt.	84,436	94,000	99,000
Capt.	91,226	104,000	109,000

The parties in negotiations acknowledged the desirability and need to increase the talent pool of unit members willing to take on the higher level of responsibility attendant to promotions. The differential amounts listed above are comparable to the differential schedule in Rochester. The PBA’s proposal – which would implement the agreed upon terms of the 2018-2019 Memorandum of Agreement – is fair, reasonable, supported by the record, and should, therefore, be awarded.

PANEL DETERMINATION ON RANK DIFFERENTIALS

The Panel Chair shares the parties’ perspective and recognizes the need to increase the number of applicants willing to assume these leadership positions. The Panel Chair also recognizes these increases reflect similar rates as those in comparable municipalities. Accordingly, and after careful consideration of the statutory criteria, sworn testimony, exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON RANK DIFFERENTIALS

The rank differentials set forth in the parties' Collective Bargaining Agreement shall be modified as shown below:

Rank	Current	New (Less than 3 years in the position)	New (3 or more years in the position)
Sgt.	77,670	85,000	89,500
Lt.	84,436	94,000	99,000
Capt.	91,226	104,000	109,000

✓

Concur

Dissent

Nolan J. Lafler

Nolan J. Lafler, Esq.
PBA Panel Member

✓

Concur

Dissent

Corey Duiscoll Dunham

Corey Duiscoll Dunham
City Panel Member

EDUCATION, LANGUAGE AND MILITARY INCENTIVES

CITY'S POSITION

The City contends that an incentive payment for education, language or military service will help improve various aspects of the police force. For example, with a foreign language incentive, the City hopes to create a larger pool of police officers who can interact capably with non-English-speaking residents in Syracuse. By including military and advanced degree incentives, the City hopes to attract personnel with such prior training and advanced degrees. Such individuals will know that if they join the Syracuse Police Department, they will not start "at the bottom" but will be recognized for their talent, training and experience. This will result in an improvement in the City's ranks and the department as a whole.

However, the City contends that the statutory criteria do not support any retroactive pay on this issue. As with rank differentials, the City has agreed to this item because it will act to

improve the force by attracting new members or creating an incentive for personnel to take steps to, for example, obtain an advanced degree. The item is simply too costly to require two years of retroactive pay to be made, in addition to the 4.5% retroactive wage increase.

PBA'S POSITION

The PBA proposes that the Panel adopt the incentive increases that were agreed upon by the PBA and the City in the 2018-2019 Memorandum of Agreement. Specifically, the PBA proposes that:

1. Members who can demonstrate they have completed higher education, are fluent in a second language or have military veteran service are eligible for this incentive. Members are eligible for only one incentive, which shall be paid out at a percentage of the Step 5 base salary, as listed below. Military incentive eligibility applies only to honorably discharged veterans or members currently in the reserves and in good standing.
2. The Chief or Deputy Chief shall determine relevancy of graduate degrees and such determinations are not subject to grievance or arbitration.
3. The minimum proficiency level to qualify for language fluency shall be "intermediate high" as defined by The American Council on the Teaching of Foreign Languages (ACTFL). Members seeking the Language Fluency Incentive shall be tested by an independent third party to determine whether they meet the minimum proficiency level.
 - a. Associates Degree: 1.5%
 - b. Military Veteran: 2%
 - c. Bachelor's Degree: 3%
 - d. Graduate Degree: 3.5%
 - e. Language Fluency: 3.5%

The PBA asserts that during negotiations, the parties agreed to enhance these existing incentive payments to stimulate growth in the talent pool and to appropriately compensate members who possess desirable training, skills, and/or experience. The City of Rochester

utilized a similar incentive model and payment scale. The PBA submits that the proposal is reasonable, fair, supported by the record, and should, therefore, be awarded by the Panel.

PANEL DETERMINATION ON EDUCATION, LANGUAGE AND MILITARY INCENTIVES

The Panel Chair shares the parties' perspective that enhancing incentives for officer education credentials, language skills and military background will help the City attract and retain well qualified and trained officers, and will incentivize those officers to develop and maintain skills that contribute to the overall wellbeing of the Department and the City. Accordingly, and after careful consideration of the statutory criteria, sworn testimony exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON EDUCATION, LANGUAGE AND MILITARY INCENTIVES

1. Members who can demonstrate they have completed higher education, are fluent in a second language or have military veteran service are eligible for this incentive. Members are eligible for only one incentive, which shall be paid out at a percentage of the Step 5 base salary, as listed below. Military incentive eligibility applies only to honorably discharged veterans or members currently in the reserves and in good standing.
2. The Chief or Deputy Chief shall determine relevancy of graduate degrees and such determinations are not subject to grievance or arbitration.
3. The minimum proficiency level to qualify for language fluency shall be "intermediate high" as defined by The American Council on the Teaching of Foreign Languages (ACTFL). Members seeking the Language Fluency

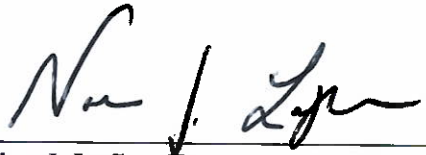
Incentive shall be tested by an independent third party to determine whether they meet the minimum proficiency level.

- a. Associates Degree: 1.5%
- b. Military Veteran: 2%
- c. Bachelor's Degree: 3%
- d. Graduate Degree: 3.5%
- e. Language Fluency: 3.5%

✓

Concur

Dissent




Nolan J. Lafler, Esq.
PBA Panel Member

✓

Concur

Dissent



Corey Driscoll Dunham
City Panel Member

LONGEVITY

CITY'S POSITION

The City and the PBA agreed to a new longevity schedule. The key components of which are to eliminate the yearly, step-like increases for officers and replace with milestone payments. The City's intention all along with a new longevity schedule was to help retain officers with over twenty years of service. The City suggests that the agreement includes placing a "freeze" on current longevity payments, such that officers will not receive the previous benefit of annual \$100 or \$200 increases. Rather, a new payment applies once an officer reaches each 5-year threshold.

As with rank differential and the incentives referred to above, the City argues that the statutory criteria does not support any retroactive pay on this issue. Rather, if paid retroactively,

it would amount to a windfall for certain officers rather than serve as an incentive to retain officers. The concept here is that by setting forth a schedule that applies only prospectively, it will serve as a proverbial carrot according to the City.

PBA'S POSITION

The PBA proposes that the existing longevity payment scale be eliminated and replaced with the following payment scale:

6 years	-	\$500
11 years	-	\$1,000
16 years	-	\$2,000
21 years	-	\$10,000

The PBA also proposes that the following language be added to the article of the Collective Bargaining Agreement governing longevity: "Officers currently receiving longevity will be frozen at their current rate and will not receive further longevity increases until they reach a milestone year on the new schedule (i.e., year 6, 11, 16 or 21)."

These two items – the new longevity payment scale and transition clause – were agreed upon as part of the 2018-2019 Memorandum of Agreement. During negotiations, the parties sought to address the problem of attrition by incentivizing retirement-eligible members (20 years on the job) to remain with the Department, hence the significant increase at the 21-year step. The parties share a mutual interest in having the Panel incorporate their agreement into its opinion and award. The proposal has been adopted by other Upstate departments (Niagara Falls, Schenectady and Utica) and is, moreover, supported by the record of this proceeding.

PANEL DETERMINATION ON LONGEVITY

The Panel Chair finds clear support in the record for an increase to longevity. Thus, an increase to longevity is warranted so PBA members can maintain their relative standing to other police officers in the universe of comparables. The Panel Chair finds

that the longevity payments set forth in Article 5 should be increased as set forth below. This will allow all employees who receive longevity to maintain their relative standing to the police officers in the cities of Rochester, Buffalo, and Albany.


Accordingly, and after careful consideration of the statutory criteria, sworn testimony exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON LONGEVITY

Eliminate the current longevity scale and replace with the following longevity payments:

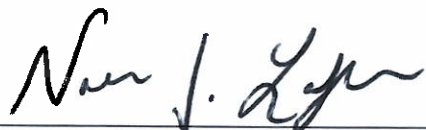
6 years:	\$500
11 years:	\$1,000
16 years:	\$2,000
21 years:	\$10,000

The following transition clause shall govern: "Officers currently receiving longevity will be frozen at their current rate and will not receive further longevity increases until they reach a milestone year on the new schedule (i.e., year 6, 11, 16 or 21)."




Concur

Dissent

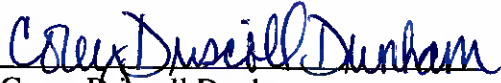


Nolan J. Lafler, Esq.
PBA Panel Member



Concur

Dissent



Corey Driscoll Dunham
City Panel Member

RESIDENCY

CITY'S POSITION

The City contends that a requirement that new hires will be required to live within the City of Syracuse for at least five years will improve the police department. New officers will have a connection to the City that comes with living in it. The idea is that through this requirement, officers will become more enmeshed with City life – whether it is the schools, the parks, the downtown. Or with neighbors and friends. Basically, this item reflects the parties' agreement that a City police department will have greater success dealing with the various issues that face an urban police department if more officers reside in the City.

PBA'S POSITION

The PBA proposes that the Panel incorporate into its award the Residency Clause that was agreed upon by the PBA and the City in the 2018-2019 Memorandum of Agreement. That Agreement specifies that new unit members will be required to reside in the City as follows:

All incoming members shall be required to live in the City for a period of five years, within six months of their date of graduation. Members must provide adequate proof of residency to the Office of Personnel, and the five-year period will begin the date the residency proof is submitted. Lateral transfers are excluded.

The PBA submits that residency mandates for municipal employees are common, reasonable and plainly desirable for a public employer and its residents, particularly regarding city police forces. While this proposal was sought by the City, the PBA does not object to this carefully considered item and requests that the Panel incorporate the above-referenced language within its opinion and award.

PANEL DETERMINATION ON RESIDENCY

The Panel Chair recognizes the value of residency and its goal of advancing a police department that can better reflect and empathize with the community it serves. Accordingly, and after careful consideration of the statutory criteria, sworn testimony exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON RESIDENCY

All incoming members shall be required to live in the City for a period of five years, within six months of their date of graduation. Members must provide adequate proof of residency to the Office of Personnel, and the five-year period will begin the date the residency proof is submitted. Lateral transfers are excluded.

✓

Concur

Dissent

Nolan J. Lafler

Nolan J. Lafler, Esq.
PBA Panel Member

✓

Concur

Dissent

Corey Driscoll Dunham

Corey Driscoll Dunham
City Panel Member

FURLOUGH (VACATION) TIME

CITY'S POSITION

The City argues that there is a need for some carryover of vacation time where there are multiple denials of requests for time off during a calendar year. Notably, any carryover should be limited to no more than five days which must be used in the year into which it is carried over. Therefore, this benefit will not result in significant accumulations of vacation time.

The City also supports the view that first-year officers receive bonus time rather than furlough time. According to the City, it is often impossible for a first-year officer to take time off from work during the first year of employment. So, in the place of furlough time, an officer would receive bonus (or comp) time that can be used at any time – either during the first year or later in the officer’s career.

PBA’S POSITION

The parties’ 2018-2019 Memorandum of Agreement modifies the existing sections of the Collective Bargaining Agreement governing furloughs as follows below:

1. The City will allow members to carryover, for a single calendar year, up to five furlough days if the member can demonstrate four or more time off request denials within the same calendar year. The member is required to produce a memo from their Lieutenant for each denial or authorization for carryover from the member’s Bureau Chief. This time may not be carried over beyond the subsequent calendar year from the time it was accrued.
2. Eliminate all furlough time awarded to first year members and replace with twelve day bonus.

The PBA submits that these modifications to furlough time are fair, reasonable, supported by the record, and should, therefore, be incorporated within the Panel’s award and opinion.

PANEL DETERMINATION ON FURLOUGH (VACATION) TIME

Elements of fundamental fairness clearly support limited carryover of furlough (vacation) time. The Panel Chair also recognizes the practical obstacles, jointly identified by the parties, for first-year officers to utilize furlough time to be off work. Accordingly, and after careful consideration of the statutory criteria, sworn testimony exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

AWARD ON FURLOUGH (VACATION) TIME

1. The City will allow members to carryover, for a single calendar year, up to five furlough days if the member can demonstrate four or more time off


request denials within the same calendar year. The member is required to produce a memo from their Lieutenant for each denial or authorization for carryover from the member's Bureau Chief. This time may not be carried over beyond the subsequent calendar year from the time it was accrued.

2. Eliminate all furlough time awarded to first year members and replace with twelve day bonus.

✓

Concur

Dissent




Nolan J. Lafler, Esq.
PBA Panel Member

✓

Concur

Dissent



Corey Driscoll Dunham
City Panel Member

COMP TIME, OFF-THE-WHEEL

CITY'S POSITION

As background, the City notes that police officers work either off-the-wheel (5 days on/2 days off) or on-the-wheel (4 days on/2 days off). The effect of the difference in schedules is that officers off-the-wheel end up working more hours per year. The benefit for such officers, however, is that their pass days do not vary (e.g., always, Saturday/Sunday or Thursday/Friday).

To help address the disparity in hours worked, off-the-wheel officers receive a number of "bonus" hours each month. According to the City, pursuant to a 2012 Eric Lawson arbitration award, the number of hours awarded varied, depending on when you were hired. Those hired after December 31, 2012 who worked off-the-wheel get 4 hours per month. Those hired before December 31, 2012 who worked off-the-wheel get 8 hours per month.

The City argues that there is a benefit in providing the same number of bonus hours to all off-the-wheel officers, regardless of date of hire. Thus, the City supports award that will provide all off-the-wheel officers with the same number of bonus hours per month: 8.

PBA'S POSITION

The parties' 2018-2019 Memorandum of Agreement includes the following agreed-upon modification to compensatory time practices and procedures:

"All non-wheel members shall receive eight hours per month of compensatory time for being off the wheel regardless of their starting date."

The PBA submits that these modifications to compensatory time are fair, reasonable, supported by the record, and should, therefore, be incorporated within the Panel's award and opinion.

PANEL DETERMINATION ON COMP TIME, OFF-THE-WHEEL

The Panel Chair recognizes that parity in bonus hours amongst officers will, as demonstrated by the parties' mutual agreement on this matter, serve several objectives. Accordingly, and after careful consideration of the statutory criteria, sworn testimony exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

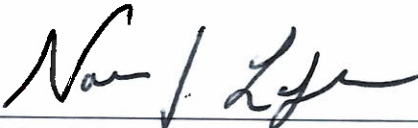
AWARD ON COMP-TIME, OFF-THE-WHEEL

All non-wheel members shall receive the same number of compensatory hours, regardless of their starting date. Therefore all officers will receive eight hours per month of compensatory time for being off the wheel.

✓

Concur

Dissent



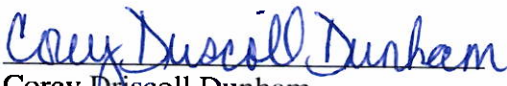
Nolan J. Lafler, Esq.

PBA Panel Member

✓

Concur

Dissent



Corey Driscoll Dunham

City Panel Member

RETROACTIVITY OF RANK DIFFERENTIALS, INCENTIVES AND LONGEVITY

CITY'S POSITION

As noted above, the City opposes retroactive application of the Panel's award on rank differentials, education, language and military incentives, and longevity.

PBA'S POSITION

The PBA points out that the parties have already agreed to effective dates for most, but not all, of the benefit enhancements and modifications discussed above. Regarding base wages, the parties have agreed that those increases would be retroactive to January 1, 2018 and January 1, 2019, respectively. The parties have further agreed that changes to employee health insurance contributions will be implemented and effective on the date the City processes the payments on retroactive wages. As for the new member residency requirements, changes to furlough time, and changes to compensatory time, the parties have agreed that those changes will take effect once the Panel issues its award. The PBA submits that the parties' prior agreement regarding retroactivity and effective dates is fair, balanced, and supported by the record. The PBA therefore urges the Panel to adopt the parties' prior agreement.

For those items that the parties could not agree upon the extent, if any, of retroactivity – longevity, incentives and rank differential – the PBA urges the Panel to make those increases fully retroactive to December 31, 2019, the earliest possible date under the Memorandum of Agreement governing this proceeding. The PBA notes that the amount of retroactivity has, by virtue of the parties' Agreement, already been truncated by two years. Further, the parties had previously agreed that the negotiated increases to longevity and the incentive payments would be fully retroactive. Finally, as noted above, the City has not proven an inability to pay

retroactivity; in fact, Budget Director Rudd testified that the City would be in a better position to pay one-time costs (such as retroactivity) as a result of the federal ARP funding.

PANEL DETERMINATION ON RETROACTIVITY OF RANK DIFFERENTIALS, INCENTIVES AND LONGEVITY

In fashioning its award on retroactivity, the Panel is mindful to balance the priorities and interests of the City and the PBA’s membership. While it is true, as the City posits, that these enhancements are designed to incentive future behavior and that retroactivity represents a sizeable cost, it is also true that many PBA members have undertaken that behavior during the pendency of this process and that the City has benefited from the same. As such, the Panel believes that it is, in light of the record and the statutory factors, most appropriate to award limited retroactivity. Specifically, the Panel has decided to make payment of the awarded enhancements to incentives retroactive to January 1, 2021, and to make payment of the awarded enhancements to longevity retroactive to July 1, 2020. Regarding the awarded enhancements to rank differential payments, no retroactive payments will issue; those enhancements will be effective on July 1, 2021. Accordingly, and after careful consideration of the statutory criteria, sworn testimony exhibits, documentation, and post-hearing briefs filed, forming the record in this matter, the Panel makes the following:

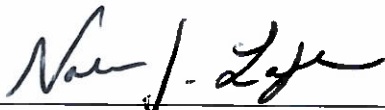
AWARD ON RETROACTIVITY OF RANK DIFFERENTIALS, INCENTIVES AND LONGEVITY

The Panel’s Award on longevity will be effective December 31, 2019 and payable retroactive to July 1, 2020.

✓

Concur

Dissent

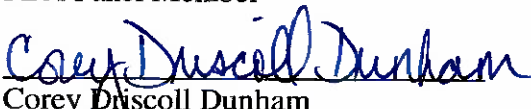


Nolan J. Lafler, Esq.
PBA Panel Member

Concur

✓

Dissent



Corey Discoll Dunham

City Panel Member

The Panel's Award on Education, Language and Military Incentives will be effective December 31, 2019 and payable retroactive to January 1, 2021.

✓

Concur

Dissent

Nolan J. Lafler

Nolan J. Lafler, Esq.
PBA Panel Member

Concur

✓

Dissent

Corey Driscoll Dunham

Corey Driscoll Dunham
City Panel Member

The Panel's Award on Rank Differentials will be effective December 31, 2019 and payable beginning on July 1, 2021, to wit, no retroactivity.

Concur

✓

Dissent

Nolan J. Lafler

Nolan J. Lafler, Esq.
PBA Panel Member

✓

Concur

Dissent

Corey Driscoll Dunham

Corey Driscoll Dunham
City Panel Member

DURATION OF AWARD

Pursuant to the agreement of the parties and the provisions of Civil Service Law Section 209.4(c)(vi) (Taylor Law), this Award is retroactive for the 2 year period commencing January 1, 2018, through December 31, 2019.

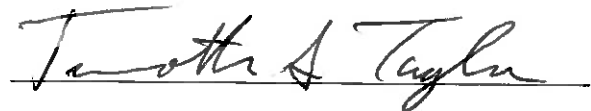
RETENTION OF JURISDICTION

The Panel awards retroactivity to any unit member who worked during any period incorporated by the term of this Award. The terms of this Award shall be implemented as soon as possible, but no later than the third (3rd) full pay period after the signature of the Panel Chair to this Award. The City shall provide a worksheet for all unit members detailing by pay period, the

basis of the calculation of his/her compensation, including any retroactive amounts that may be due pursuant to the terms of this Award, and will make every effort to do so as soon as possible, but not later than ninety (90) calendar days after the signature of the Panel Chair to this Award. The Panel hereby retains jurisdiction of any and all disputes arising out of the interpretation, implementation and payment of retroactivity of this Award for adjudication, which disputes have to be submitted to the Panel Chair no later than one hundred and eighty (180) calendar

Accordingly, the Panel, following consideration of the record evidence, and after due consideration of the statutory criteria, executes this instrument which is the Panel's Award.

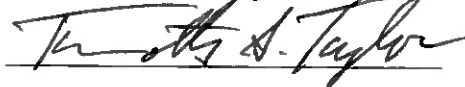
Public Panel Member and Panel Chairperson



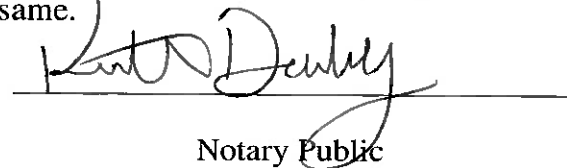
Timothy S. Taylor, Esq.

STATE OF NEW YORK
COUNTY OF ALBANY

On this 29 day of JUNE, 2021 before me personally came and appeared Timothy S. Taylor, 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.



Timothy S. Taylor, Esq.

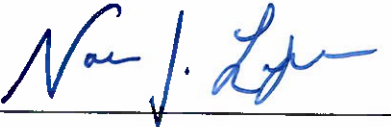


Notary Public

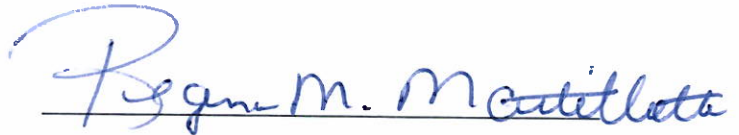
Kirstin Daly
Notary Public, State of New York
Qualified in Schoharie County
No. 01DA6415206
Commission Expires March 08, 2025

STATE OF NEW YORK
COUNTY OF

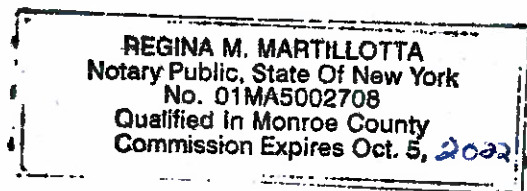
On this 28th day of June, 2021 before me personally came and appeared Nolan J. Lafler, Esq., to me known and known to me to be the individual described in the foregoing instrument, and he acknowledged to me that she executed the same.



Nolan J. Lafler, Esq.



Notary Public



STATE OF NEW YORK
COUNTY OF

On this 29th day of June, 2021 before me personally came and appeared Corey Driscoll Dunham., 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.



Corey Driscoll Dunham



Notary Public

TODD M. LONG
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LO6319286
Qualified In Onondaga County
My Commission Expires February 23, 20²³