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PATROLMEN'S BENEVOLENT ASSOCIATION

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Setting the Record Straight

The Taylor *Law*, It's Called.

That Means It Must Be Enforced. That Means It Must Be Obeyed.

By PATRICK J. LYNCH

The law is very important to New York City Police officers. We enforce it every day. In fact, nobody can deny that we've been doing an historically excellent job of enforcing the law over the past 15 years or so. Haven't we the right to expect the city powers that sign our paychecks and negotiate our contracts to obey the law?

Well, there's a certain law known as the Taylor Law, and year after year the city has been trying to ignore its mandates in contract negotiations and arbitrations involving the PBA. For that reason, we intend here to explore the criteria that the Taylor Law says determine how a police contract dispute must be decided and show how those criteria favor our negotiating positions.

The Taylor Law, formally known as the Public Employees' Fair Employment Act (Civil Service Law, Article 14), calls for "a just and reasonable determination of the matters in dispute" that takes into consideration:

- ***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;***

No one seriously denies that this criterion weighs heavily in our favor. Depending on whose figures you rely on, we are certainly 20-40% behind any other comparables.

- ***The interests and welfare of the public and the financial ability of the public employer to pay;***

This criterion, too, works in our favor. It is overwhelmingly in the public interest to solve the police-pay issue at all levels. The department can't recruit and — more importantly — retain qualified officers as it continues to face unprecedented risks from international terrorism. On the crime-fighting front, the department is avowedly on the precipice of not being able to confront all its challenges. As for the city's ability to pay, if it can't compensate us fairly now, when it's experiencing unparalleled prosperity and sitting on a more than $5-billion surplus, when will it ever be able to?

- ***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;***

Policing New York City is like no other profession. The various dangers faced by all officers, the complexity of policing in a multi-ethnic-racial-and-language environment, the specialized education and training and experience required of them, the physical and emotional rigors that the job entails, the multiple layers of scrutiny and second-guessing they are subjected to — all combine to make the New York City police officer's position unique in law enforcement history. Not to mention the fact that many of our members suffer from the effects of 9/11 exposure, a risk no one envisioned before September 11, 2001.

- ***The terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.***

In this context, the most important piece of bargaining history is the 3 1/2 years of zeros police officers received in the 1990s, a time when police compensation in other jurisdictions was increasing at a pace that exceeded inflation. Now that the city is experiencing unprecedented surpluses, we need to restore those pay freezes from that misguided collective bargaining era.

The inevitable conclusion is that the Taylor Law's mandate is clear when it comes to compensating New York City police officers, whose proactive endeavors have fueled the historic crime rate decreases and whose 21st-Century job description includes unprecedented anti-terrorism duties. They have been significantly underpaid for almost 20 years. While city negotiators have thumbed their nose at this law, ignoring its criteria and devising slick artifices to justify disobeying its provisions, they continue to ask us to uphold the law. Let's stop the hypocrisy. Obey the law and pay New York City police officers a market wage.

Police Commissioner Kelly knows why the NYPD doesn't have enough police officers.

> *"…frankly, when you can go to another jurisdiction and make over $100,000 after a few years, including the Port Authority right here in New York City, I think that is a pretty attractive salary for someone interested in law enforcement."*
>
> **NYPD Police Commissioner Raymond W. Kelly before the NYC Council, March 21, 2007**

Obey the Taylor Law.
Pay NYC police a top pay that is competitive with other local police departments.

Pay NYC Police Now.

For The Record

The Chief-Leader's "For the Record" column dated July 27, flavored as usual with the city's spin, reminded us of how important it is for us to repeat our belief that the city's lock-step-pattern-bargaining policy is illegal.

The column attaches some significance to an out-of-context election campaign statement made by Pat Lynch in 1999 about the bargaining order in an era when the Office of Collective Bargaining was arbitrating our contracts, treating it as if it had some relevance today when PBA contract impasses are arbitrated by PERB. But, as the PBA's PERB arbitration experience has shown, it doesn't matter whether you are in arbitration before or after other unions have settled or the invocation of a so-called pattern.

The Taylor Law requires one to view the facts of the case and render a decision based on those facts as applied to the law's criteria. Under that approach, in 2000-2002, when other uniformed groups settled before the PBA, we received an award valued at between 2-3% more than theirs. Similarly, the PBA award that came after the "pattern" was established in the 2002-2004 round was valued for each active officer at a full 7% better than the pattern. These figures, reported in this newspaper, makes it disingenuous for The Chief to write that since "getting a pattern-setting deal in arbitration two years ago, (the PBA) has been outmaneuvered by city officials into having to buck two existing contract patterns." Our reaction: It has already been done — twice.

The bottom line is that negotiations should be based on individual facts and circumstances applicable to each union, and it's clear that police officers are unique in many ways, different from all other civilian and even uniformed groups. And they are certainly unique in the critical factor of their compensation, which lags substantially behind any relevant comparator.

Our unique situation played into the result in the last two arbitrations. And the natural result — an award that differed from the terms for those groups that had settled, or from the "established pattern" — left egg on the faces of all those who "promised" that the PBA would not do any better. Also as a result of these two arbitrations, various city labor practices and policies that saddled police officers with zero-raise contract years in the 1990s were addressed and rejected by a PERB arbitrator. If the gains that the PBA has made in this decade's arbitrations had been duplicated in that era, we wouldn't be having this discussion now, as police officers would be paid 20-30% more, closing the market gap that exists between them and the officers of other departments.

In any event, what is beyond dispute is that the PBA's drive to get to PERB and actually arbitrate collective bargaining issues before a panel relying on Taylor Law criteria has raised all boats for the city's uniformed unions, because the city has been backed into a corner by its own unlawful bargaining strategy that maintains it must give like raises to unlike groups, regardless of competitive position and the nature and requirements of the job. That ill-considered policy is to blame for any claims that the city coffers are being unfairly strained. In contrast, paying police officers a fair, market-based salary is consistent with the Taylor Law and the basic economic principles that govern the relationship between employer and employee in this nation.

Finally, The Chief says Pat Lynch has been "highly critical of contracts his counterparts have negotiated over the past several years, and went so far as to distribute literature attacking those deals during their ratification process." Actually, as the newspaper well knows, Lynch did this only in response to other unions' criticisms, which went on for *months*, of the PBA arbitration award that resulted in 7% additional compensation for active police officers over the civilian settlements then being offered to every uniformed group. Only after those criticisms were aired did the PBA take up the challenge and engage in a candid public debate over the bargaining strategies of the unions that had fired the first shot.

* * *

The Chief hit a new low in its editorial dated August 7, criticizing the PBA for failing to "bow to reality" and accept that it is "unlikely to do better in arbitration" than the uniformed unions that have already settled. It is beyond belief how a newspaper that bills itself as "the civil employees' weekly" would attempt to prejudice an arbitrator against the interests of New York City police officers in this way.

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