

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Arbitration

between

CITY OF CORNING

and

CRYSTAL CITY POLICE BENEVOLENT ASSOCIATION, INC.

Case No. IA82-38
M82-240

PANEL MEMBERS:

Mona Miller, Chairperson, Public Panel Member
Charles J. Ganin, Ph.D., City Panel Member
Richard T. Capo, Association Panel Member

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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AUG 05 1983
CONCILIATION

APPEARANCES:

For the City:

Herbert Hoelter, Value Management Consultants, Inc.

For the Association:

James Ewanyk, President of PBA
Paul Mayo, Consultant

PRELIMINARY STATEMENT:

This arbitration award arises out of the Collective Bargaining Dispute between the City of Corning, hereinafter referred to as "City" and the Crystal City Police Benevolent Association, hereinafter referred to as the "PBA." The dispute concerns the terms of the new agreement to replace the contract which expired on June 30, 1982. The PBA is the bargaining agent for the police officers of City of Corning Police Department.

Fourteen unresolved issues were submitted to this Panel for resolution pursuant to Article 209.4 of the New York State Civil Service Law, Section 209.4. The statute empowers this Arbitration Panel to make a just and reasonable determination of the matters in dispute.

The statutory considerations which the Panel followed are:

- 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 interest and welfare of the public and the financial ability of the public employer to pay;
- c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;
- d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

An arbitration hearing was held on June 30, 1983 at the Corning City Hall. Both sides were given full opportunity to present evidence on the issues in dispute. At the end of the hearing the record was closed.

The Panel met in executive session on July 11, 1983 and again on July 20, 1983. The following is the AWARD, employer member dissenting on salary and longevity, and joining the other members of the Panel on all other items. Pursuant to the statutory authority contained in 209.4 of the New York State Civil Service Law, the duration of this AWARD shall be for two years, from the expiration date of June 30, 1982 through June 30, 1984. All terms and conditions not addressed by this award remain as presently written in the contract.

The parties have submitted for the Panel's determination the following items:

1. Rates Pay - Section IV
 - a) Salary - PBA Proposal
 - b) Longevity - PBA Proposal
 - c) Educational Benefits - City Proposal
2. Dues Check Off - Article III - City Proposal
3. Holidays - Section V - PBA Proposal and City Proposal
4. Retirement Program - Section VI - PBA Proposal
5. Hospitalization Insurance - Section VII - PBA Proposal and City Proposal
6. Vacations - Article VIII - PBA Proposal
7. Sick Leave - Section IX - PBA and City Proposals
8. Service Date - Section XIII - PBA Proposal
9. Off-Duty Court Appearance - Article XIV - City Proposal
10. Clothing - Article XVI - PBA Proposal
11. Grievance Procedure - Article XVII - PBA Proposal
12. Miscellaneous - Article XXI - City Proposal
13. Equipment - Article XIX - City Proposal
14. Scheduling - Article XV - City Proposal

Rates of Pay

The PBA had proposed in its submission to PERB flat dollar increases but in the arbitration hearing revised that to an across the board increase of 12% retroactive to July 1, 1982. The City had offered 6% and at the arbitration hearing revised that to a no wage increase offer. The addition of longevity increments, proposed by the PBA, was rejected by the City.

The PBA presented comparative data on salary levels of police officers in other cities, including PERB studies and examples of other contracts to

support their contention that the current top pay of a Corning police officer in the bargaining unit, \$17,064, is 18% or below the average figure for a police officer in a comparable community. While acknowledging that the percentage increases in recent years have not been inadequate, the base remains low. Further, after the fourth step, no incremental movement is possible and the promotional opportunities are scarce, thus depriving experienced officers of additional opportunity for compensation. Turnover has been significant, and according to the Union, could be reduced by adding longevity increments. The PERB report of June 1982 (PBA Exhibit 13) shows 32 cities with longevity and 7 without, including Corning. The City's ability to pay has been cited in previous arbitration awards (Exhibit 5) and is supported by significant cash reserves shown in annual budget reports in other exhibits.

The need for "catch-up," as documented by comparability, by previous arbitration awards (Exhibits 5 and 6) can be partially met by salary increases and additionally satisfied by longevity, according to the Union.

Finally, comparison to employees performing similar services in the County and to those in private sector supports its position, according to the PBA. "A top paid state trooper is paid 37.7% more than a top paid Corning police officer." with the same job requirements and scope. An entry-level uniformed officer at Corning Glass was paid \$23,000 in 1981 compared to the current starting salary of \$12,656 for a Corning police officer.

The City's arguments refer to the past wage increases and comparable wage increases for other cities as evidence that the Corning increases of 7% in 1979, 10.7% in 1980 and 8.5% in 1981 are as good or better than those in the City's list of comparable communities whose benefits are as good or better in Corning. The City points that if the increases in the CPI Index had validity for increasing salaries in those years, the recent CPI declines

have equal validity. While not arguing that the City has a budget surplus, the position of the City's representative is that this surplus was developed by "prudent management" (City Brief, p.7), and that business conditions in Corning have changed from a period of full employment to a period of layoffs. The City points out that other City Unions have settled for or have been awarded wage increases of 7.5% for 1982 and 7.5% for 1983. Comparisons with private sector are irrelevant, states the City, since they fail to take into account the higher benefit level of public employees.

On the issue of longevity, the City points out that Corning City employees in the CSEA unit do receive longevity increments but also have lower salary levels. Additional support for denying longevity is provided by the refusal contained in the recent Arbitration Award for the Fire Fighters and the City.

As part of the rates of pay article, the City proposed a change in the language on educational benefits to add "after two year degree" and "four year degree" the phrase "in Police Science or Criminal Justice."

AWARD

The Panel in its deliberations took note of the statutory criteria, the quality of the evidence offered by the parties, and the requirement to fashion as best as possible an award to satisfy both the statutory criteria and the positions of the parties.

The salary position of Corning police officers is lower than salaries of police in comparable communities, using either the set presented by the PBA or the City's selections. Comparison with other City employees was considered by the Panel and their similar increases of 7.5% were noted. While comparisons with employees performing similar duties in private sector and in other public

sector areas are not entirely valid, the fact is that Corning Police officers fare poorly on any type of comparison.

The City's ability to pay was not denied by the City, and the Panel notes that business conditions in Corning now are improving, with workers being recalled and tourism increasing. The City's cash surplus is not being depleted.

The past wage increases were considered, both the negotiated and awarded figures, and were compared with increases granted to police officer units outside of New York City. Longevity information from comparable communities was weighed, along with the increasing incidence of longevity in City and police contracts. The problem of turnover and lack of award or incentive for experienced officers was a factor in our determinations.

Given the criteria and after examination of all of the evidence presented to the Panel, we award the following:

Rates of Pay:

Effective July 1, 1982	7% increase to be added to current salaries
Effective January 1, 1983	1% increase to be added to current salaries. The effect of these increases is that salaries for July, '82 to June 30, 1983 are increased by 7.5%
Effective July 1, 1983	7% increase to be added to current salaries

Longevity: to be added to Section IV

\$ 250 at 10 years of service
\$ 300 at 15 years of service
\$ 250 at 20 years of service

Educational Leave:

The City proposed a modification in the current language which grants extra pay for two year and four year degrees. The City wished the benefit to be paid for police related degrees. The PBA was concerned that this proposal not affect degrees in progress.

AWARD: The Panel realizes that the granting of educational benefits is not ordinarily meant to cover any and all degree programs but is an incentive to employees who wish to improve their professional skills.

Accordingly, the Panel amends this #5 of Article IV to add after "two year degree" and "four year degree" the language "in Police Science or Criminal Justice" effective as of the date of this contract, July 1, 1982. Degree programs already in progress at the date of this contract are not to be limited by this new language.

Dues Check Off

The City proposed elimination of this clause, which the PBA resisted. The Panel determines no change in current contract language.

Holidays

The PBA and the City each made a proposal, the PBA for time and a half for hours worked on the day before Christmas and New Year's Day, while City proposed changes in the cash or compensatory time language. The Panel makes no change in the current contract language.

Retirement Program

The PBA requested that the existing 25 year plan be changed to a 20 year plan which the City opposed. The Panel makes no change in the current contract language.

Hospitalization

The PBA proposed additional coverage, while the City proposed modification of their current 100% share of current coverage. The Panel makes no change in the present language of the contract.

Vacations

The PBA proposed additional vacations, which the City opposed. The Panel makes no change in current vacation provisions.

Sick Leave

The PBA proposed that the City make payment for all unused sick time at the conclusion of employment. The City resisted this proposal and suggested tighter control of absenteeism. The Panel makes no change in the current language.

Service Date

The PBA proposed a modification of this article to provide that seniority be used in selection of shifts, vacations, holidays and "any other matters that would come under this heading." The City found the language in quotes to be too general but was not opposed to the governance of seniority for some applications.

Award: Recognizing the value to both parties in the uses of fair seniority procedure, the Panel adds this language as #3 of Article XIII, Service Date: Seniority shall be used in selection of vacation time & compensatory time off. Out of title pay assignments shall be determined on the basis of seniority if the officer with the most seniority also has the ability to perform the job.

Off-Duty Court Appearance

The City proposed modifications in present language that would avoid the possibility of "pyramiding" pay requests and also proposed decreasing the minimum from four hours to three hours. The PBA pointed out that travel time for court appearance in cities outside of Corning is not compensated at present as part of the minimum time.

Award: In view of the ambiguity of the language in describing events and in recognition of the distance driven to other cities,

the Panel determines that the language shall be modified as follows:

If an employee is "called-out to work in order to attend court appearances, breathalizer operation(s), hearing(s), or combination of any of these events during any one call-out, the employee shall be compensated at the employee's regular straight base hourly rate of pay for a minimum of four hours or for the actual time worked for said events, whichever is greater. If travel is required outside of the city, such as to and from Hornell or Bath, that time shall be included in the call-out time.

Clothing

The PBA requested an increase in the annual clothing allowance. The City refused. The Panel makes no change in the existing level of payment.

Grievance Procedure

The City proposed limiting the definition of "grievant". The Union resisted this change, arguing on behalf of the Union's right to file the grievance. The Panel makes no change in the current language of the grievance procedure.

Miscellaneous

The City sought deletion of this savings clause. The PBA opposed the deletion.

Award: The Panel agreed that the use of "policies" in this article may be misleading and makes the following addition to the present language:

Policies as stated in this article is not meant to include those management decisions that do not impact upon the terms and conditions of employment.

Equipment

The City proposed a deletion of the clause, which the PBA adamantly opposed. The Panel makes no change in the current contract language.

Scheduling

The City proposed a change in the scheduling language, which was opposed by the PBA. The Panel makes no change in the current provision.

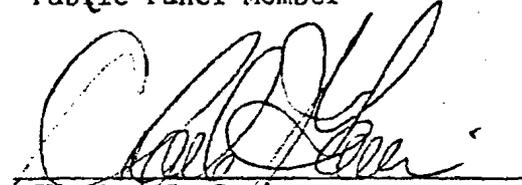
Award Signature Sheet

This Award constitutes the entire Award of the Panel concerning all issues properly before it.

Dated: August 3, 1983


Mona Miller, Chairperson
Public Panel Member

Dated: August 3, 1983


Charles J. Garin
Employer Member

Dated: August 3, 1983


Richard T. Capo
Employee Member

