State of New York
Public Employment Relations Board
Case Nos. 1A81-26; M81-376

PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

In the Matter of the Arbitration between City of Hornell and Hornell Police Association	AWARD OF PUBLIC ARBITRATION PANEL

In accordance with the provisions of Section 209.4 of the New York Civil Service Law the parties hereto submitted the following issues to the undersigned arbitrators for their determination:

1. Bargaining unit definition
2. Duration of agreement
3. Employee Rights Regarding Inquiries and and investigations
4. Clothing and equipment
5. Vacations
6. Off duty injury and illness
7. Temporary assignment
8. Pay for education
9. Library
10. Post duty
11. Health and dental insurance
12. Salary

A hearing on the above matter was held in the City of Hornell. At this hearing both sides were represented and given fully opportunity to present oral and documentary evidence. Upon completion of testimony the arbitration panel met and deliberated in executive session.

In its deliberations the panel took a balanced approach, realizing that not all of the demands of any party can be granted at the same time. More important, however, was the fact that the panel used specific criteria in reaching its decision. Some of these criteria were afforded great weight and others lesser weight. Where applicable, the undersigned have given great weight to comparative statistics. The Award, therefore, is reflective of settlements in surrounding communities as well as those within Hornell itself. In addition considerable weight was given to the City's ability to pay. The undersigned have taken care to avoid placing an unfair burden on the city. Some weight has been given to employment qualifications--especially the problem of attracting and maintaining a high quality police force. Some weight has also been given to the history of bargaining between the parties as well as to the problems created by the constant increase in the cost of living.

It should be noted that in the course of deliberations it became clear that the parties were in essential agreement over certain issues. Where applicable, this Award will reflect that fact.

1. Bargaining unit definition

It is the desire of the City that the captain should be excluded from the bargaining unit because he frequently serves in the capacity of acting chief. The Association asks that he remain in the unit. Both sides agree that

this is a non-mandatory subject of bargaining, but they have jointly requested that the panel make a binding determination on this issue.

The panel has decided that the captain be removed from the unit. The panel bases its decision not only on the fact that he frequently acts as chief, but also on the fact that he is a supervisor against whom grievances may be filed. Under these circumstances the panel agrees that it would be better for labor relations if he were not a bargaining unit member.

2. Duration

Both parties agree that, since the matter has gone to arbitration the contract must be of one year's duration. This year shall commence on April 1, 1981 since the previous contract expired on March 31, 1980.

3. Employee rights regarding inquiries and investigations

The parties are in agreement that the current language of the contract should remain unchanged.

4. Clothing and equipment

While there was some question as to whether this item is a mandatory subject of bargaining, the parties agreed that the panel should rule on it. They further agreed that the current language remain unchanged.

5. Vacations

In its final form, the Association's proposal was that the current rule, allowing for two officers to be on vacation at the same time during the summer months only, be changed to permit such occurrences year round. The City objects saying that it must be able to provide minimum manpower as needed.

It is the opinion of the undersigned that the current contract virtually requires a vacation system in which junior employees are forced to take vacations at times other than the summer. If this is necessary for the protection of the City, then it is clear no change should be made. The trouble with the current contract language, however, is that it does not permit the City to allow two contemporary summer vacations, even if it wishes to. To add some flexibility to the contract the undersigned have determined that the current language be changed to read that "Two unit members may take vacation at the same time during any time of year at the reasonable discretion of the City."

6. Off duty injury and illness

The Association has proposed that the City cease requiring a doctor's certificate for employees who miss less than three days of work. The Association feels that employees do not abuse sick leave and that requiring a doctor's visit results in an unnecessary expense. The City argues that it

only requires such certificate when it reasonably feels an abuse is occurring.

The undersigned are concerned both with control of abuse of sick leave and medical expenses foisted upon employees. It is, however, the belief of the arbitration panel that the Association proposal, delivered at the hearing, speaks to both these issues. We have therefore determined that the following language be incorporated into the contract:

> Upon determination of the Chief of Police that an employee's absence may be an abuse of sick leave and said absences are three or fewer working days, the chief may send an employee to the city doctor for determination of employee's fitness to perform his duties.

7. Temporary Assignment

Currently employees who are assigned to a higher rank for a period in excess of thirty days are accorded the pay of the rank assumed. The Association has proposed that higher pay be granted wherever a higher rank is assigned. The undersigned are greatly concerned with the problem of employees assuming increased responsibilities without receiving a commensurate increase in pay. On the other hand, we are also aware of the necessity in a small police force of making frequent temporary assignments. Taking both these issues into consideration, the undersigned have determined that the thirty day waiting period of the contract should be altered in the following manner:

If, within a thirty day period, an employee works at a rank higher than his own, for fewer than fifteen days, he shall not receive extra compensation. If, within a thirty day period, an employee works at a rank higher than his own for fifteen days or more, he shall receive a daily stipend of $5.00 for all days within the thirty day period. Thus if an employee works in a higher rank for fourteen days he receives no stipend. If, however, he works a fifteenth day he would receive $5.00 for each of the fifteen days worked or a total of $75.00.

8. Pay for education

The Association has requested that officers with degrees in higher education receive additional compensation as follows: 1% for an associate degree; 2% for a bachelors degree; 3% for a masters degree. The Association feels that advanced learning is expensive for the individual and productive for the City's police force. The City disagrees as to the value of college training for police officers and therefore asks that the proposal be denied.

The undersigned believe that modern police work is enhanced through college training and therefore should be encouraged and rewarded. Accordingly we have determined that a one time payment for each work should be made as follows: $200 for an associate degree; $225 for a bachelors degree; $250 for a masters degree. Those currently employed

holding more than one of the above degrees should receive payment for the highest degree only.

9. Library

The Association has withdrawn this proposal and has agreed that the issue will be handled administratively.

10. Post duty

The Association has proposed that when the temperature or windchill factor drops below freezing that officers on Post Duty shall be allowed fifteen minutes per hour to warm up. The City believes that officers walking their beat have ample opportunities to warm up. It further feels that the Association request would diminish productivity by 25%.

The undersigned have determined that the contract should reflect what is now a reasonable current practice. Therefore the contract should provide that when the temperature falls below 32°F officers on Post Duty shall be permitted a fifteen minute warmup period every two hours.

11. Health and dental insurance

The police currently have a contributory health insurance plan to which they contribute 15%. They seek to make the plan non-contributory. The City argues that since it has already agreed to fund the rising costs of the plan, it should not be required to pay the costs of the employees' contributions. The undersigned agree with the City and have determined the health insurance plan remain as is.

The police also seek to add a dental insurance plan to the contract. The City argues that such a plan would be unique among all of Hornell's bargaining units. It further contends that the police already enjoy a superior retirement system and that a dental plan would place their fringe package out of proportion to other city employees. The undersigned agree with the City and deny the request for a dental plan.

12. Salary

The parties are widely divergent on the issue of money. The City seeks to increase the steps in salary schedule by two or three percent while the Association is asking for twelve percent. The City bases its position on its belief that police salaries and fringe benefits are increasing faster than those of other bargaining units. The Association however argues that its proposal is in line with rising living costs and does not even represent a substantial increase in real dollars.

The undersigned have carefully examined the arguments of the parties on the issue of wages. It is our determination that the most important factor considered is that the four other employee groups in Hornell have received increases of nine percent. Substantial weight has also been given to the fact that nine percent seems to compare reasonably with other area public sector settlements. Accordingly the

undersigned have determined that each step of the salary schedule in the police contract shall be increased by nine percent and that this amount shall be paid retroactively to the first day of the contract.

James R. Markowitz
Public Panel Member and Chairman

STATE OF NEW YORK
COUNTY OF TOMPKINS

On this 23rd day of January 1982, before me personally came and appeared, JAMES R. MARKOWITZ to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

CORALEEN L. ROONEY
Notary Public, State of New York
No. 460795
Qualified in Tompkins County
Term Expires March 30, 1983

Robert B. Granger

STATE OF NEW YORK
COUNTY OF

Nancy A. DeSain
RD1 Almond, NY 14804

On this 28 day of January 1982, before me personally came and appeared, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

John B. Schamel

STATE OF NEW YORK
COUNTY OF Steuben

On this 28 day of JANUARY 1982, before me personally came and appeared, JOHN B SCHAMEL to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

ELIZABETH S. McKINLEY
NOTARY PUBLIC, STATE OF NEW YORK
STEUBEN COUNTY No. 51-7853910
Commission Expires March 30, 1982