

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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CONCILIATION

In the Matter of the Interest Arbitration

between

The City of Ithaca

Case No. IA83-16,
M82-518

and

Police Benevolent Association
Ithaca, New York

On August 4, 1983, the New York State Public Employment Relations Board, pursuant to Section 209.4 of the Public Employees Fair Employment Act, appointed a public arbitration Panel for the purpose of making a fair and reasonable determination of a contract negotiation dispute between the City of Ithaca (hereinafter referred to as the City) and the Police Benevolent Association of the Ithaca Police Department (the Association, or PBA).

The members of the Panel are: Jacob D. Hyman, Public Panel Member and Chairman; Ms. Joan M. Collins, Employer Panel Member; and Raymond C. Kruse, Esq., Employee Organization Panel Member.

A hearing was held before the Panel in Ithaca, New York, on October 22, 1983. Both parties were afforded opportunity to and did present testimony, documentary evidence, and argument. The following appeared on behalf of the City: William L. Holcomb, Consultant; Hazel Best, Personnel Director; Irene Schicker, Member, Board of Commissioners; Walter Pagliaro, Deputy Police Chief. On behalf of the Association: Anthony A. Schultz, Eric Akins, Stephen Freund, W.E. Van Idestine, PBA negotiators.

The Association submitted a written brief with voluminous documentary attachments, and a statement of its position on each of the issues submitted to the Panel. On or about November 7, 1983, pursuant to leave granted at the hearing, the City submitted a brief summarizing its response to the Association's position on each of the issues.

The Arbitration Panel met in executive session in Syracuse, New York, on November 15, 1983, and its members consulted on numerous occasions thereafter by telephone and mail.

Ten unresolved issues were presented by the parties to the Panel for decision. In considering the issues, the Panel weighed the factors set forth in Section 209.4(c)(v) in the light of the evidence submitted by the parties. That evidence included extensive reports and surveys of the compensation and fringe benefits of police departments in municipalities in New York State, the collective bargaining agreement between the City and the Ithaca Paid Firefighters' Association, Local 737, commencing January 1, 1982, and terminating December 31, 1984, and the most recent collective bargaining agreement between the parties to this proceeding. This was effective from January 1, 1977 to December 31, 1982. Pursuant to its terms, the PBA reopened negotiations with respect to the salary scale, and Memoranda of Agreement were entered into by the parties in 1979 and 1981 amending the salary schedules and related matters for the years 1979, 1980, 1981, and 1982. The Agreement, as thus amended, terminated according to its terms on December 31, 1982.

The Panel has determined that the new collective agreement shall become effective as of January 1, 1983 and shall terminate on December 31, 1984. The following are the issues which are before the Panel: 1) Wages; 2) Work Schedule; 3) Longevity Compensation; 4) Prescription Plan; 5) Vacations; 6) Personal Leave; 7) Overtime; 8) College Credit; 9) Out-of-title Work; 10) Clothing Allowance. These will be discussed separately, but, as will be noted below, many of them are interrelated.

With respect to the ability of the City to pay, there was introduced in evidence an Interest Arbitration Award rendered in 1981 in a negotiation dispute between the City and the Firefighters in which the financial situation of the City was fully explored. It was there concluded that the City was in a position to pay reasonable and appropriate wage increases to its paid Firefighters. No further evidence was introduced in this proceeding on that issue. Making allowance for changes in economic conditions affecting cities in New York State since 1981, the Panel is satisfied that the City is able to pay reasonable and justifiable increases in the wages of its police force.

1. Wages.

The prior agreement, as amended, provides an annual salary scale ranging as follows: Patrolmen, Step 1, \$14,960; Step 6, \$18,756; Sergeants, Step 1, \$18,839; Step 6, \$22,088; Captains, Step 1, \$21,760, Step 6, \$25,488; Meter Checkers, minimum, \$9,524, Step 15, \$12,819; Meter Servicemen, minimum, \$13,556, Step 15, \$18,247.

The PBA introduced extensive studies disclosing that the salaries of Ithaca police officers were substantially below the salaries of police officers in other municipalities in New York State, including those of comparable size and character. Also emphasized was the substantial disparity between the negotiated salaries of salaried firefighters in Ithaca, in view of the documented fact that throughout New York State salaries of police officers tend to be higher than those of firefighters or, in a few instances, at the same level. Evidence was also presented that the December 1982 levels of police salaries were seriously inadequate when compared with accepted measures of need for family living.

In the light of the statutory criteria and the evidence before the Panel, it awards the following schedule of salaries for the calendar years 1983 and 1984:

Police Officers

1/1/83	7/1/83	1/1/84
\$15,172	\$15,385	\$16,539
16,414	16,986	18,260
17,656	18,755	20,161
18,899	21,119	22,703
20,143		

Sergeants

\$21,808	\$22,808	\$24,519
22,301	23,496	25,258
22,793	24,184	25,997
23,285	24,872	26,738
23,781		

For Captains, the salary under the past agreement shall be increased by about eight percent (8%) for 1983, and an additional seven percent (7%) for 1984, with step increments eliminated,

resulting in a salary of \$28,636, effective January 1, 1983, and \$30,643, effective January 1, 1984. In the judgment of the Panel this would represent an increase substantially equivalent to that of the Police Officers and Sergeants and achieve a reasonable relationship with the salaries of Assistant Fire Chiefs, to whom the Police Captains are comparable in role and responsibility.

The salary schedule for meter personnel set forth under the heading January 1, 1982, in the 1981-82 Memorandum of Agreement between the City and the PBA shall be increased by eight percent (8%) effective January 1, 1983, and by an additional seven percent (7%) effective January 1, 1984.

2. Work Schedule.

The evidence indicated that the work schedule of police officers has been under discussion between the parties and undergoing intermittent changes for some time. The prior agreement merely provided that the procedures "presently in existence ... pertaining to Work Day and Work Week" were "mutually agreed to." No evidence was presented as to the work schedule actually in effect under the agreement prior to June 30, 1982. On that date, the City and the PBA executed a "Memorandum of Understanding" which provided for an "experimental temporary scheduling program on a 3 shift, 22 day rotational base (5-2,5-2,5-3)." The Memo provided that a detailed review of the program would be conducted by the Police Commissioners during the month of November and they would make "final recommendations" to the Mayor "not later than December 3, 1982. No decision will result in a return to the

current schedule at 0001, December 22, 1982." No decision concerning the experiment was announced at that date or any subsequent date, but the "temporary" schedule was nonetheless continued. There have, however, been modifications, although the record does not disclose the details of the schedule as of the fall of 1983. The PBA asserts, and introduced evidence tending to show, that the schedule as it operated resulted in the Ithaca police officers working more hours per year than police officers in comparable cities. Considering the interest of the public in having a work schedule which in its details achieves a fair working schedule and appropriate number of hours of work per year for the police officers and also provides efficient police protection without undue addition to the costs of the City of the salary level being established, the Panel makes the following award with respect to the work schedule:

The experimental temporary scheduling program now in effect pursuant to the Memorandum of Understanding of June 30, 1982, shall continue in effect for the duration of this agreement unless and until replaced or modified by mutual agreement of the parties.

3. Longevity

Currently, in accordance with the terms of the prior agreement, the longevity increment for police officers is as follows: 10 years or more of service, \$329; 14 years or more, \$548; 17 years or more, \$849. Evidence in the record shows that the longevity increments established by the last modification of the prior agreement are below the level in terms of dollar amount and required years of service than generally prevailing in

comparable situations. In view of the substantial correction in basic salary scale being made by this award, and the fact that some adjustments were made in longevity in the two reopeners under the prior agreement a limited adjustment is now appropriate.

Accordingly, the Panel awards the following longevity increment for police officers effective as of January 1, 1984: 10 years or more, \$400; 14 years or more, \$600; 17 years or more, \$900. The increments for Meter Personnel shall be: 10 years or more, \$125; 20 years or more, \$188.

4. Prescription Plan.

The PBA requested that the City adopt for the members of the Union the Co-Pay prescription plan now in effect for other City employees. No substantial reason for not making that benefit available has been advanced. Administrative complications make it impracticable to establish such a plan retroactively, as the PBA requested. Accordingly, the Panel determines that the Co-Pay prescription plan shall be put into effect for the employees represented by the PBA effective the first of May 1984.

5. Vacations.

The prior agreement provides for the following vacations: 10 days after one year of service; 15 days after five years; one additional day for each year after seven; and 20 days after 15 years. The PBA, on the basis of a complicated calculation on a 20 year basis from the data on vacations for police officers in other cities, has urged that the Ithaca agreement is below that norm, and asks for two weeks after one year; three weeks after

three years; three weeks after five years and one day additional for each year thereafter to a maximum of five weeks. It also requested that unused vacation time be transferred to sick leave, and that year end vacations be allowed to extend into the next calendar year.

In view of the other economic benefits contained in the award, and the lack of evidence of a serious discrepancy in vacation time as between Ithaca police and those of other cities, the Panel determines that there shall be no increase in the amount of vacation time, but the other adjustments requested shall be made. Accordingly, two new sections shall be added to Section 1 of Article VI of the prior agreement as follows:

D. At the end of each calendar year, each employee may have transferred to sick leave accumulation any unused vacation time in excess of two weeks.

E. Any vacation beginning in December of any year may be extended into January of the following year, but not beyond January 6.

6. Personal Leave.

Article VIII of the prior agreement provides that each employee shall be granted two personal leave days each year. In view of the other adjustments in compensation being made herein, no compelling justification for increasing the number of personal leave days, as requested by the PBA, has been presented to the satisfaction of the Panel.

7. Overtime

The PBA requested several changes in the provisions of the prior agreement relating to compensation for overtime and call-in time, especially with respect to required appearance in court outside of regular working hours. Comparative data revealed in general more favorable treatment than was provided in the prior agreement and in current practice, which was not fully described in the prior agreement. It was the conclusion of the Panel that the following changes in the prior agreement would be appropriate in the light of the prior agreement, current practice, comparable treatment in collective bargaining agreements, conducive to efficient operation, and the importance of assured time off in police work.

The second sentence of Article V, Section 1, shall be amended to read:

Authorized overtime worked is to be compensated for on the basis of time and one-half paid only in cash for all overtime hours worked, except for holiday compensatory time.

Article XVII, Call-in Time and Court Time shall be amended to read:

Section 1. A police officer called in to duty at times other than regularly scheduled hours (except for reasons of his own neglect) and more than two (2) hours prior to the beginning of his regularly scheduled work shift shall be paid a minimum of four (4) hours pay or at the rate of time and one-half for all hours worked, whichever is greater. An officer called in for two (2) hours or less prior to his regular work shift, shall receive time and one-half for all hours worked prior to his shift. The officer shall be compensated in cash, not in compensatory time.

Section 2. Police officers required to appear before a tribunal in an official capacity as mandated by the Department or by subpoena, shall be paid their regular straight time hourly rate of pay in cash, not compensatory time, for a minimum of three (3) hours.

8. College Credit.

Section 4 of Article IV of the prior agreement provides, for police officers, an additional annual compensation of \$10. for each College Credit Hour earned toward a degree in Police Science. Although not specified in the agreement, it has become established practice to fix a limit of 92 hours for such credit. The \$10. amount has been unchanged for more than ten years, despite a universal increase in the cost of education. Also the recent interest arbitration award to the City's paid firefighters contains a \$15. allowance for such credits. In order to correct a substantial inadequacy in the amount of the payment, and to clarify the mutual understanding of the parties as to how the credit should be handled, the Panel determines that the following language shall be substituted for Section 4 of Article IV of the prior agreement:

Section 4. All police officers shall be paid for College Credit in Police Science or Criminal Justice at the rate of \$15. per credit hour. Police officers employed prior to January 1, 1983, shall be paid for all such credit hours with which they are credited. All police officers hired on or after January 1, 1983, shall receive credit only for those courses taken while employed by the Police Department of the City of Ithaca and said hours paid shall not exceed ninety-two (92) hours. All courses mandated by the State of New York, or paid for by the City of Ithaca shall be excluded from the calculation of extra compensation for police officers regardless of when they were hired.

9. Out-of-Title Work.

With the elimination of the positions of relief captain and relief sergeant in 1978, it frequently became necessary to assign police officers to act as supervisors for longer or shorter periods of time on some shifts. The prior agreement contained no provision for additional compensation for that service. In one form or another, additional compensation for the discharge of temporary supervisory responsibility is generally given in comparable situations, according to evidence introduced before the Panel. In responding to the PBA request for such compensation, the City proposed the following amendment:

When an officer is expressly assigned to perform the duties of Sergeant, and the Sergeant is absent, in excess of two (2) hours, the officer shall be paid for all time worked at a rate of \$1.50 per hour for all hours assigned to work. The Chief reserves the right to list those individuals eligible for this assignment. However, in the event no one is expressly assigned, the police officer who performs the duties shall be paid in like fashion.

In the light of the considerations discussed above, the Panel determines that the foregoing paragraph shall be added to the prior agreement as Section 4 of Article V.

Another aspect of out-of-title work which was in dispute was the compensation to be paid to Meter Checkers when they were assigned to serve as matrons in the jail. Article IV, Section 2(C) of the prior agreement provided that when serving as jail matrons Meter Checkers should be given one dollar (\$1.) per hour additional compensation. The PBA requested an increase to \$2. per hour. In the light of the extra payment awarded to police officers when

performing supervisory work, the Panel determined that while the significant increase in responsibility warranted more than \$1. additional compensation, the amount should be fixed at \$1.50 in the light of the determination with respect to the additional pay for police officers when working out of title by assignment. Article IV, Section 2(C) shall be amended accordingly.

10. Clothing Allowance.

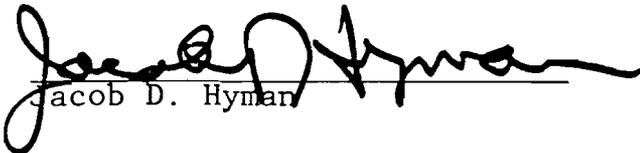
The prior agreement provided in Article XIV that police officers, sergeants, and captains, and meter checkers should receive each year \$190, and detectives, \$215, for the purchase, repair, and alteration of clothing, with detailed provisions as to the method of obtaining the payment and the equipment which might be purchased. The provision also stipulated that the allowance should be increased by five dollars on each anniversary of the agreement. The PBA introduced in evidence extensive data showing the extreme inadequacy of the allowance thus established. It also pointed out that no provision was made for any clothing allowance for meter repair persons in the unit represented by the PBA.

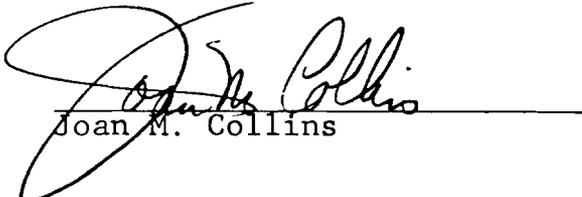
In the light of the foregoing considerations, the Panel determined that, in place of Article XIV of the prior agreement, the following provision should be inserted:

Commencing in the year 1984, all police officers and captains shall receive a lump sum payment of \$275. as a uniform allowance and detectives, \$300. The payment shall be made on the last pay day in June of each year without the submission of vouchers therefor. Clothing required for the performance of work by Meter Personnel shall be furnished by the Department and replaced as needed. The Department will advise the Meter Personnel of the items to be furnished.

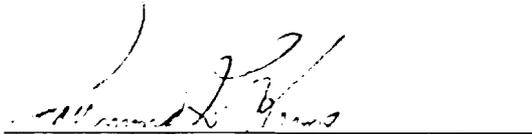
The foregoing determinations constitute the award of the Panel. No provisions regarding compensation shall be retroactive except as specifically stated in connection with particular items in the award; in particular, adjustments in overtime compensation and call-in pay, uniform or clothing allowances, and longevity increments shall be effective the first of May 1984. The agreement determined by this award shall be in effect from January 1, 1983 until December 31, 1984, and shall include all provisions of the prior agreement except as modified by the foregoing determinations.

Buffalo, New York
April 28, 1984.


Jacob D. Hyman


Joan M. Collins

I dissent from the foregoing award.


Raymond G. Kruse

State of New York)
County of Erie)ss.

On this 28 day of April, 1984, before me personally came and appeared Jacob D. Hyman, 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.

WADE J. NEWHOUSE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1985
Wade J. Newhouse

State of Virginia
County of ORANGE

On this 1 day of ~~April~~ ^{MAY} 1984, before me personally came and appeared Joan M. Collins, to me known and known to me to be the individual described in and who executed the foregoing instrument and she acknowledged to me that she executed the same.

my commission expires
July 22, 1984

Suzanne Lawrence

State of New York)

On this 17th day of ^{May} April, 1984, before me personally came and appeared Raymond C. Kruse, 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.

ALICE T. WENZ
Notary Public, State of New York
4647162
Qualified in Rockland County
My Commission Expires March 30, 1985

Alice T. Wenz