

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

In the Matter of the Compulsory Interest Arbitration between

CRYSTAL CITY POLICE BENEVOLENT  
ASSOCIATION OF CORNING, NEW YORK, INC.,

Employee Organization,

-and-

CITY OF CORNING,

Public Employer.

AWARD OF PUBLIC  
ARBITRATION PANEL  
FOR THE PERIOD  
JANUARY 1, 2007, THROUGH  
DECEMBER 31, 2008

PERB Case Nos.: IA2009-003; M2008-271

BEFORE: Louis J. Patack, Esq.  
Public Panel Member and Chairperson

Anthony V. Solfaro  
Employee Organization Panel Member

Paul S. Mayo  
Public Employer Panel Member

APPEARANCES:

For the Crystal City Police Benevolent Association of Corning, New York, Inc.,  
affiliated with the New York State Union of Police Associations, Inc.,

John K. Grant, Esq.  
The Law Offices of John K. Grant, P.C.

For the City of Corning:

Davidson & O'Mara, PC  
Ransom P. Reynolds, Jr., Esq., of Counsel

BACKGROUND

The City of Corning ("City") is located in Steuben County ("County") and has a population of about 11,000. Currently there are 22 officers in the police department who are in a

NYS PUBLIC EMPLOYMENT RELATIONS BOARD

RECEIVED

SEP 19 2011

CONCILIATION

bargaining unit represented by the Crystal City Police Benevolent Association of Corning, New York, Inc. ("PBA").

The parties' last collective bargaining agreement ("Agreement") expired on December 31, 2002 (Panel Exhibit 5). Subsequently, terms and conditions of employment for PBA unit members were established by two interest arbitration awards, one covering the period 2003-2004 (Panel Exhibit 6), and other, 2005-2006 (Panel Exhibit 7).

When the parties, even after mediation, were unable to negotiate a successor agreement, the PBA, on May 6, 2009, filed a Petition for Compulsory Interest Arbitration with the New York Public Employment Relations Board ("PERB") (Panel Exhibit 2). The City, on May 22, 2009, filed its response (Panel Exhibit 3).<sup>1</sup>

On June 29, 2009, Richard A. Curreri, PERB Director of Conciliation, designated the undersigned chairperson, together with Anthony V. Solfaro, employee organization member, and Paul S. Mayo, public employer member, to serve as the public arbitration panel to resolve the dispute.

The arbitration panel conducted a hearing on August 18, 2010, at Corning City Hall. The PBA was represented by John K. Grant, Esq., and the City, by Ransom P. Reynolds, Jr., Esq. At the hearing the parties offered evidence through witnesses and documents, and made arguments in support of their positions. A stenographic record of the hearing was made.

Following the hearing, the parties submitted briefs, and the panel then met in executive session on November 15, 2010, and May 16, 2011.

---

<sup>1</sup> On May 20, 2009, the City filed an improper practice charge with PERB alleging that the PBA submitted non-mandatory subjects of bargaining to interest arbitration (Panel Exhibit 14). The PBA filed an answer (Panel Exhibit 15), and on February 18, 2010, a PERB administrative law judge issued a decision. One demand was found to be non-mandatory and ordered to be withdrawn.

The panel has carefully considered all the testimony and exhibits received into evidence at the hearing, and the arguments made there and in the briefs. In reaching its awards on the items in dispute the panel has also taken into consideration and applied, as required, the criteria found in Section 209.4(c)(v) of the Taylor Law (New York Civil Service Law, Article 14).

These are as follows:

- a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with 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 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.

#### PBA PROPOSALS

HOUSEKEEPING: Change to identify articles by numbers and make all attachments part of the contract through an article and/or a reference to a specific appendix referenced to that article. Insert "employee" where "member" appears throughout the contract. Make grammatical and spelling corrections throughout the contract. Incorporate the terms and conditions of employment contained in the interest arbitration awards covering the periods of 1/1/03-12/31/04 and 1/1/05-12/31/06 (PERB Case Nos.: IA2003-029; M2003-097 and IA2006-019; M2005-334), the MOU's dated February 20, 2001 regarding Article 6.2 and 6.7, January 18, 2000 relating to the "Pilot Program" on days off selection, vacations each 4 months, etc., but deleting all language relating to discontinuance, the 2005 MOU regarding impact negotiations on staffing and personal leave, the October 10, 2006 MOU regarding the School Resource Officers (SRO), and the July 24, 2008 agreement regarding the General Municipal Law Procedure and as may be proposed to be modified herein by the PBA.

All economic benefits, such as but not limited to, Wages, Longevity, Holiday Pay, etc., shall be retroactive to January 1, 2007 and paid to any employee who worked during the expired period. The retroactive payment shall be made no later than thirty (30) calendar days after the execution date by the Panel Chair of an interest arbitration award. The City shall also provide a worksheet to each employee receiving retroactive money, setting forth how the calculation(s) was made and what it represents.

1. ARTICLE 1 - RECOGNITION: (p. 1)<sup>2</sup>

1.2 Delete in its entirety.

2. ARTICLE 3 – PBA RIGHTS: (pp. 1-2)

3.2 Right to Access: (p. 2)

3.2.1 Insert “representative(s)” where “labor consultant” appears.

3.3 Release Time: (p. 2)

3.3.1 Delete the second (2<sup>nd</sup>) sentence and insert the following:

Effective January 1, 2008 and January 1<sup>st</sup> of each year thereafter, the PBA President shall be granted one hundred and twenty (120) hours of release time each year to attend to PBA business. The release time shall be from his/her scheduled tour of duty upon twenty-four (24) hours prior notice to the Chief of Police. The PBA President shall be entitled to designate any of the release time set forth herein to other elected officers of the PBA to attend to PBA business and/or members of the negotiating committee to attend negotiations, mediation and interest arbitration, without charge to any paid leave (i.e., vacation, personal leave, etc.). The member(s) designated shall be released from his/her scheduled tour of duty.

3. ARTICLE 4 – LEAVES: (pp. 2-6)

4.1 Sick Leave: (pp. 2-3)

4.1.1 Amend to read as follows:

Each employee shall be credited with eight (8) hours (1 work day) on the first (1<sup>st</sup>) calendar day of each month, without limitation to accumulation. (NOTE: currently 185 days).

---

<sup>2</sup> Page references are to the parties' 2000-2002 Agreement, as it has been amended by the prior interest arbitration awards and memoranda of understanding the parties have entered into since the signing of the Agreement.

4.1.4 Insert "work" after "consecutive" appears.

4.1.5 Delete existing language and insert the following to read as follows:

In the event of separation of an employee from service, that employee shall be paid, at the rate of pay in effect at that time, for all unused sick leave accumulation no later than the payroll following separation. In the event of death of an employee, the employee's beneficiary or estate, as the case may be, shall be paid as set forth herein at the rate of pay in effect at that time, no later than thirty (30) calendar days following death, or no later than thirty (30) calendar days after the City has been provided with written documentation of who the beneficiary is, or written communication of who the executor is for the estate.

4.1.6 Delete in its entirety.

4.1.7 Delete in its entirety.

4.2 Personal Leave: (p. 3)

4.2.1 Amend to read as follows:

Effective January 1<sup>st</sup> of each year, each employee shall be credited with thirty-two (32) hours (4 workdays) of personal leave. An employee who enters service during the year shall be credited with personal leave as follows: (NOTE: Currently 2 days).

January 1 <sup>st</sup> through March 31 <sup>st</sup>	32 hours (4 work days)
April 1 <sup>st</sup> through June 30 <sup>th</sup>	24 hours (3 work days)
July 1 <sup>st</sup> through September 30 <sup>th</sup>	16 hours (2 work days)
October 1 <sup>st</sup> through December 31 <sup>st</sup>	8 hours (1 work day)

Except in an emergency situation, personal leave requests shall be submitted to the Chief of Police or designee no later than twenty-four (24) hours prior to the start of the employee's requested personal leave.

Personal leave may be used in four (4) hour units or any multiple thereof.

Personal leave is cumulative from year to year. An employee, at his/her option, shall be entitled to:

- A) Carry over from one (1) year to the next any unused personal leave credits at the end of each contract year to be added with the personal leave credited on January 1<sup>st</sup> of each year as provided for herein,

and/or

- B) Designate a specific amount of unused personal leave credits not carried over as set forth in A) above at the end of each contract year to be transferred and credited to the employee's accumulated sick leave as provided in Article 4.1.

In the event of separation of an employee from service, that employee shall be paid at the rate of pay at that time, for all unused personal leave credits no later than the payroll following separation or death. In the event of death of an employee, the employee's beneficiary or estate, as the case may be, shall be paid as set forth herein at the rate of pay in effect at that time, no later than thirty (30) calendar days following death, or no later than thirty (30) calendar days after the City has been provided with written documentation of who the beneficiary is, or written communication of who the executor is for the estate.

4.3 Vacations: (pp. 3-4)

4.3.4 Amend to read as follows:

- A) Hired by February 1<sup>st</sup>, but less than 1 year's service by June 1<sup>st</sup> = 40 hours per year (5 work days) (N/C)
- B) Starting 2<sup>nd</sup> year of service through 4 years = 80 hours per year (10 work days)
- C) Starting 5<sup>th</sup> year of service through 7 years = 120 hours per year (15 work days)
- D) Starting 8<sup>th</sup> year of service through 10 years = 160 hours per year (20 work days)
- E) Starting 11<sup>th</sup> year of service and above = 200 hours per year (25 work days)

NEW 4.3.6 In the event of separation of an employee from service, that employee shall be paid at the rate of pay in effect at that time for all unused accumulated vacation, no later than the payroll following separation. In the event of death of an employee, the employee's beneficiary or estate, as the case may be, shall be paid as set forth herein at the rate of pay in effect at that time, no later than thirty (30) calendar days following death, or thirty (30) calendar days after the City has been provided with written documentation of who the beneficiary is, or written documentation of who the executor is for the estate.

4.4 Holidays: (pp. 4-5)

4.4.1 Amend to read as follows:

All employees shall be paid for the holidays set forth in 4.4.4 herein, whether worked or not.

4.4.1 Amend to read as follows:

The benefit for an employee not working on a holiday set forth in 4.4.4 herein shall be either to be paid or take the equivalent time in compensatory time off, at the option of the employee. In the event the employee elects to be paid for the holiday(s), he/she shall be paid at his/her straight time rate of pay in a lump sum in the first (1<sup>st</sup>) pay period of December each year. In the event the employee elects compensatory time off, the employee shall be credited in the first (1<sup>st</sup>) pay period of December each year, to be used by December 31<sup>st</sup> of the following year. In the event the employee does not take all or any other credited holidays in compensatory time off by the following December 31<sup>st</sup> as set forth herein, he/she shall be paid the last pay period in December of that year. In the event of separation of an employee from service, that employee shall be paid at the rate of pay in effect at that time for all unused holidays, no later than the payroll following separation. In the event of death of an employee prior to separation, the employee's beneficiary or estate, as the case may be, shall be paid as set forth herein at the rate of pay in effect at that time, no later than thirty (30) calendar days following death, or thirty (30) calendar days after the City has been provided with written documentation of who the beneficiary is, or written documentation of who the executor is for the estate.

4.4.4 Amend to read as follows:

The Holidays are as follows:

- |                                      |                          |
|--------------------------------------|--------------------------|
| 1. New Year's Day                    | 8. Labor Day             |
| 2. Lincoln's Birthday                | 9. Columbus Day          |
| 3. Washington's Birthday             | 10. Election Day (NEW)   |
| 4. Martin Luther King Jr.'s Birthday | 11. Veterans' Day        |
| 5. Easter Sunday                     | 12. Thanksgiving Day     |
| 6. Memorial Day                      | 13. Christmas Eve (NEW)  |
| 7. Independence Day                  | 14. Christmas Day        |
|                                      | 15. New Year's Eve (NEW) |

4.5 Bereavement: (p. 5)

4.5.1 Amend to read as follows:

Each employee shall be entitled to five (5) work days of bereavement leave with full pay... (no change in rest of the sentence).

4.5.2 Delete in its entirety and renumber.

4. ARTICLE 5 - SENIORITY: (p. 6)

5.1 Definitions: (p. 6)

5.1.3 Delete "only if the member with the most seniority also has the ability perform the job."

5. ARTICLE 6 – SCHEDULING (pp. 6-10)

NEW 6.9 Mutual Shift Change

Each employee shall be entitled to mutual ("switch/swap") his/her regularly scheduled shift, or any part thereof, as set forth in 6.3 herein, with another employee upon notification to the Chief of Police, or designee. A mutual cannot be denied by the Chief of Police or designee, except when the employee(s) concerned have a specialization that is required for an operational need that has been previously designated for the shift(s) in which the mutual is to occur (e.g., certified breathalyzer operator needed for DWI operation and mutual would leave the shift without the certified employee).

NEW 6.10 Minimum Staffing

Each shift shall have a minimum of two (2) employees scheduled and working on patrol at all times. The minimum staffing shall not include investigator(s), First Lieutenant or an employee on light duty.

6. ARTICLE 8 – ACCOUTERMENTS: (pp. 10-12)

8.0.1 Amend to read as follows:

Each employee shall receive an annual uniform allowance as follows:

(+\$50.00)	(+\$50.00)
<u>1/1/07</u>	<u>1/1/08</u>
\$625.00	\$675.00

Each employee shall be paid the amounts as follows:

	<u>1/1/07</u>	<u>1/1/08</u>
January 1 <sup>st</sup>	\$156.25	\$168.75
April 1 <sup>st</sup>	\$156.25	\$168.75
July 1 <sup>st</sup>	\$156.25	\$168.75
October 1 <sup>st</sup>	<u>\$156.25</u>	<u>\$168.75</u>
Total:	\$625.00	\$675.00

The above payment(s) shall be subject to the appropriate withholding based on the employee's W-4 certificate on file with the City, unless the employee submits a voucher or receipts which substantiates that the payment has been made for uniform expenses.

8.1 Clothing Issue

8.1.1 – Update existing list.

7. ARTICLE 9 – RETIREE INSURANCE (pp. 12-13) – Change heading to RETIREE HEALTH INSURANCE.

9.2.3 Amend to read as follows:

Upon a retiree reaching Medicare age, Medicare will become the primary health insurance coverage, and the City's health insurance plan will become secondary.

8. ARTICLE 10 – MEDICAL INSURANCE (pp. 13-14) – Change heading to HEALTH INSURANCE.

10.1.4 – Delete in its entirety and insert the following:

An employee who declines and waives health insurance coverage referred in 10.1.1 herein, and as provided in Appendix " \_ ", shall receive fifty percent (50%) of the premium cost in effect, payable in equal installments in the first payroll following the end of each calendar quarter. The City agrees to pro-rate all premiums to be paid, based upon the period of time the employee declines and waives health insurance coverage (e.g., receives the buy-out for January and February, and is re-enrolled on March 1<sup>st</sup>, paid only for January and February).

The affected employee(s), in the event he/she wishes to resume health insurance coverage by the City, shall comply with the requirements as set forth in Appendix " \_ ". The employee who is receiving the buy-out may only re-enroll during the open period for the following year or due to a

qualifying event as set forth by the health insurance plan referred to in Section 10.1.1 herein. In that event, the re-enrollment shall be at the earliest date established by the health insurance plan.

9. ARTICLE 11 – COMPENSATION: (pp. 14-16)

11.0.1 Rate of Pay - Rename section title to “Base Wage” and amend as follows:

<u>Step</u>	<u>Title</u>	(4.5%) <u>1/1/07</u>	(4.5%) <u>1/1/08</u>
1	Starting Police Officer	\$35,476	\$37,072
2 NEW	Starting 2 <sup>nd</sup> Year Police Officer	\$39,887	\$41,682
3	Starting 3 <sup>rd</sup> Year Police Officer	\$44,298	\$46,291
4 NEW	Starting 4 <sup>th</sup> Year Police Officer	\$47,138	\$49,259
5	Starting 5 <sup>th</sup> Year Police Officer	\$49,977	\$52,226
	Investigator(s) *	\$51,726	\$54,054
	Sergeant(s) **	\$54,975	\$57,449
	Lieutenant(s) ***	\$57,474	\$60,060
	Captain(s) ****	\$59,972	\$62,671

\* The Investigator(s) shall be paid a 3.5% differential over and above a Step 5 Starting 5<sup>th</sup> Year Police Officer.

\*\* The Sergeant(s) shall be paid a 10% differential over and above a Step 5 Starting 5<sup>th</sup> Year Police Officer.

\*\*\* The Lieutenant(s) shall be paid a 15% differential over and above a Step 5 Starting 5<sup>th</sup> Year Police Officer.

\*\*\*\* The Captain(s) shall be paid a 20% differential over and above a Step 5 Starting 5<sup>th</sup> Year Police Officer.

11.2 Shift Differential: (p. 14)

11.2.1 Amend to read as follows:

All employees who work during the shifts of 2:00 p.m. to 10:00 p.m. and/or 10:00 p.m. to 6:00 a.m. shall be paid a differential as follows:

(+\$.25/hr) <u>1/1/05</u>	(+\$.25/hr) <u>1/1/06</u>
\$1.30/hr	\$1.55/hr

The shift differential shall be paid when out on any paid leave, such as, but not limited to, vacation, sick leave, personal leave, line of duty injury or illness, etc.

11.3 Overtime Pay: (p. 14)

11.3.1 Amend to read as follows:

Work in excess of an employee's regularly scheduled eight (8) hour shift, or when not regularly scheduled to work, or forty (40) hours in any workweek, shall be considered overtime. In these circumstances, overtime shall be paid at the rate of time and one-half (1.5X) that employee's applicable Base Wage, inclusive of longevity, BMP certificate and degree payment, if applicable, to that employee. The employee shall have the option to be paid or elect compensatory time as set forth herein. An employee who elects compensatory time off in lieu of payment in a contract year shall have until December 31<sup>st</sup> of the following year to use that time. In the event the employee does not take all of his/her compensatory time off as set forth herein, he/she shall be paid in the first (1<sup>st</sup>) pay period in the following January in which the compensatory time was not taken, at the rate in effect at that time. In the event of separation of an employee from service, that employee shall be paid at the rate of pay in effect at that time for all unused accumulated compensatory time, no later than the pay period following separation. In the event of death of an employee prior to separation, the employee's beneficiary or estate, as the case may be, shall be paid as set forth herein at the rate of pay in effect at that time, no later than thirty (30) calendar days following death, or thirty (30) calendar days after the City has been provided with written documentation of who the beneficiary is, or written documentation of who the executor is for the estate.

11.5 Degree and Credit Hour Pay: (pp. 14-15)

11.5.1 Amend to read as follows:

An employee shall receive the following amounts each year for:

	<u>1/1/07</u>	<u>1/1/08</u>
BMP Certificate	(+\$50.00) \$300.00	(+\$50.00) \$350.00
Any 2 year degree	(+\$150.00)\$500.00	(+\$50.00) \$550.00
Any 4 year degree	(+\$200.00)\$800.00	(+\$50.00) \$850.00

The above amounts shall be included into the employee's Base Wage and included into the calculation of overtime.

11.6 Longevity: (p. 15)

11.6.1 Amend as follows:

All employees shall be paid longevity as follows:

<u>Year of Service</u>	<u>1/1/07</u> <u>Amount</u>	<u>1/1/08</u> <u>Amount</u>
Starting 8 <sup>th</sup> through 10 <sup>th</sup> *	\$600.00	\$625.00
Starting 11 <sup>th</sup> through 13 <sup>th</sup> *	\$700.00	\$725.00
Starting 14 <sup>th</sup> through 16 <sup>th</sup> *	\$800.00	\$825.00
Starting 17 <sup>th</sup> and above *	\$900.00	\$925.00

\*Denotes a compression.

11.6.3 Amend to read as follows:

The above longevity amounts shall be included in the calculation of overtime.

11.9 Investigator: (p. 16) – Change heading to First Lieutenant and Investigator

11.9.1 Insert “First Lieutenant and” before “Investigator.”

11.9.2 Amend to read as follows:

The First Lieutenant and Investigator(s) when “on call” off duty, shall be provided a cell phone by the Employer, at no cost to the employee.

11.9.3 Amend to read as follows:

The Investigator shall receive an annual clothing allowance as follows:

(+\$50.00)	(+\$50.00)
<u>1/1/07</u>	<u>1/1/08</u>
\$900.00	\$950.00

11.9.4 Amend to read as follows:

In recognition of the First Lieutenant and Investigator(s) work schedule which may be varied, and his/her “on call” status, he/she shall be guaranteed and paid the following hours of overtime each month:

(+4 hours)	(N/C)
<u>1/1/07</u>	<u>1/1/08</u>
16 hours	16 hours

11.9.5 Delete in its entirety.

NEW 11.11 Certified Instructor:

An employee, who is certified as an instructor, shall be paid as set forth herein, which shall be included in his/her Base Wage upon obtaining and maintaining a certification.

Course of Instruction

- A. Firearms
- B. General Topics
- C. CPR/First Aid
- D. Cultural Awareness
- E. Defensive Tactics
- F. Radar
- G. Breathalyzer
- H. Police Ethics
- I. Defensive Driving
- J. Crime Prevention
- K. Chemical Agents
- L. DARE
- M. Instructor Evaluator
- N. Field Training Officer (FTO)

An employee shall not be paid more than three hundred dollars (\$300.00) each year he/she is certified as an instructor in "a" through "m" in more than one (1) discipline. However, the Field Training Officer(s) shall be paid six hundred dollars (\$600.00) each year he/she is certified. The amounts set forth herein shall be included in the calculation of the employee's overtime rate of pay.

NEW 11.12 Prior Credited Service:

11.12.1 Certified Police Officer

All employees who are certified and do not have any other full-time prior police service (e.g., City, County, Deputy Sheriff, District Attorney Criminal Investigator, Town or Village), shall be

hired at Step 1 Starting Police Officer's Base Wage as set forth herein.

11.12.2 Crediting of Prior Service

Each employee with prior full-time credited police service, as set forth in 11.12.1 above, shall be credited with all of his/her service, and placed on the appropriate Step of the Base Wage or Longevity schedules which equals all of the Credited Years of Service as if that employee had been employed with the City for the same period of time (e.g., 3 years, 3 months). The City shall provide, in writing, to the employee, the prior full-time credited police service being granted on the records he/she provides, and verification of those records by the City.

10. ARTICLE 12 – LABOR MANAGEMENT COMMITTEE: (p. 16)

12.1.1 Insert "City Manager" where "Director of Public Safety" appears.

11. ARTICLE 18 – LIGHT DUTY: (p. 20)

18.3 Other Conditions: (p. 20)

18.3.1 Delete "for the duration of this Agreement."

12. ARTICLE 19 – CONCLUDING: (pp. 20-21)

19.2 Totality and Modification: (p. 20)

19.2.1 Delete the 1<sup>st</sup> sentence.

19.3 Duration: (p. 21)

19.3.1 Insert "2007" and "2008" where "2000" and "2002" appear respectively.

13. OTHER PROPOSALS

The PBA has submitted other proposals, but there is no need to restate them here. One, a lengthy substance abuse and testing procedure, and another, which would amend the employee disciplinary procedure, received serious consideration by the panel, but are not being awarded. (The parties have agreed, however, to change the individuals on the disciplinary arbitration panel, and this change is reflected in an award below.) It is also not necessary to repeat here

appendices to the PBA's health insurance waiver proposal for the reason that, with certain changes, they have been agreed upon, and, with the changes, are found below in the award on this proposal.

#### CITY PROPOSALS

#### 4.4 Holidays:

4.4.1 Add new PP: "Holidays will be observed on same days as State's observations."

#### 8.0 Accouterments & 11.9 Investigators

8.0.1. Delete, replace with; & 11.9.3, Delete and incorporate into new 8.0.1;

"Each uniformed unit member shall be eligible to be reimbursed up to \$600 each calendar year for expenses incurred for cleaning and maintenance of his uniforms. At the end of each month he shall provide to the Chief copies of paid receipts issued from a vendor for the cleaning /maintenance of his uniforms. Within five (5) days of the Chief receiving said receipt the unit member shall be issued a check for the full amount submitted up to the yearly maximum. The amount for Investigators shall be \$900 and in all other respects the procedure is as set forth for uniformed unit members."

#### 10.0 Insurance

10.1.2. Change to read;

"Effective January 1, 2007, each unit member having an individual BC/BS Plan will contribute 1.5% of his base salary per calendar year plus, the difference between the cost of the BC/BS and PPO I individual Plans; unit members having a family BC/BS Plan will contribute 1.75% of his base salary per calendar year, plus the difference between the cost of the BC/BS and PPO I family Plans. The yearly amounts will be deducted in equal installments from the unit member's regular paycheck. By December 1<sup>st</sup> of the preceding year unit members will be provided with the cost differential between the BC/BS and PPO I Plans."

10.1.4. Delete; "prior to July 1, 2000" and "implemented by July 1, 2000".

Add new provision:

"In the circumstance where a unit member's spouse works for the City of Corning, or is retired from the City, they must enroll in one family medical plan. The one plan will cover both spouses and any dependents. The unit member must make his/her election as to which spouse shall enroll in the family medical plan no later than each December 1<sup>st</sup> of the preceding calendar year."

At time of retirement and the unit member's spouse is enrollee in the family medical plan, the unit member's sick leave cash-in benefits can be used to pay for the family plan's premiums into retirement."

"Notwithstanding the language set forth in Article 9.2, at retirement, there can be only one family plan per couple in circumstances where both husband and wife work(ed) for the City."

#### 11.0 Compensation

11.0.1. Rate of Pay; increase each "step" by 2.0%, effective 1/1/07 & 1/1/08.

#### 11.2 Shift Differential

11.2.1. Add; "The shift differential shall only be paid for actual hours worked."

#### 11.8. Off Duty Appearances

11.8.1. Add new PP; "Required appearances for court or grand jury, the minimum compensation shall be time and one half times unit member's base salary for minimum of two (2) hours."

#### 12.0 Labor Management Committee

12.1.1, Change to read; "The City Manager..."

Add: Drug/Alcohol Testing Procedures Article

Incorporate "Ripe" MOUs into body of K

Change/update dates where said modifications do not alter or adversely affect the language of article.

## TAYLOR LAW § 209.4 CRITERIA<sup>3</sup>

### COMPARABLE COMMUNITIES

#### Position of the PBA

As it has argued in the parties' prior two interest arbitrations the PBA contends that Steuben County has few municipalities that are comparable to Corning in terms that are meaningful to the panel. While the PBA argues that the panel should consider both the Village of Bath and the City of Hornell, both in the County, it urges the panel to also examine relevant data from other municipalities in neighboring counties, all of which it suggests are located in a homogeneous geographical area, have full-time police departments, and are similar to Corning in terms of population numbers, socio-economic data, household income, property values and crime types and rates. These include the cities of Binghamton, Canandaigua, Cortland, Elmira, Geneva and Ithaca, the villages of Elmira Heights, Endicott, Horseheads, and Johnson City, and the town of Vestal.

As it has argued before, the PBA maintains that it has provided a fair cross-section of communities for the panel to consider, and that using just the two cities suggested by the City, namely Geneva and Hornell, does not provide the panel with a sample from which it can make meaningful comparisons.

#### Position of the City

In its brief the City has made it clear that although the panel should consider all the Section 209.4 criteria, it should focus its attention on the "interests and welfare of the public." As noted above, however, the City has provided demographic information for both the cities of

---

<sup>3</sup> It should be noted that, as with the previous two interest arbitration proceedings, the panel does not make specific findings on comparability, ability to pay or the other criteria. The panel, however, in its deliberations, and in making its various awards, certainly gave serious consideration to these standards.

Hornell and Geneva, and recent collective bargaining agreements entered into with their police unions.

## INTERESTS AND WELFARE OF THE PUBLIC, AND ABILITY TO PAY

### Position of the PBA

The PBA points out that, as in the previous two interest arbitration cases, the City does not question its ability to pay, but rather the wisdom of requiring it to fund the PBA's proposals.

As it has in the past two proceedings the PBA relies on the financial analysis of economist Kevin Decker. Mr. Decker testified as an expert witness, and charts he prepared were offered into evidence as PBA Exhibits 40 A-R. The following arguments are all based upon his testimony and PBA Exhibit 40.

The PBA first notes that Corning is not highly taxed in comparison to the communities to which it compares itself. Although real property tax levies have increased by 5.27% from 2005 through 2010 (PBA Exhibit 40 E), the full value tax rate increased by only 2.43% between 2005 and 2011 (PBA Exhibit 40 C). The City has the third highest per capita property wealth among its comparables (PBA Exhibit 40 D), but the fourth lowest tax rate (PBA Exhibit 40 F). Finally, there is a combined rate for county, municipal and school taxes, and according to the Office of the State Comptroller, the City falls just below the middle of the comparables in regard to that rate (PBA Exhibit 40 G).

Of the taxes that homeowners pay, the PBA notes that only a small percentage, 19.5%, goes to funding the costs of operating the police department, and that the department consists of employees other than those in the PBA bargaining unit.

The PBA discusses the City's debt, and observes that, according to Mr. Decker, outstanding debt per resident falls near the middle of the PBA's comparables.

Mr. Decker testified that the City's sales tax revenues and state aid have shown a general upward trend during the past decade (Tr. 37-39; PBA Exhibits 40 K and L). He also testified that the City maintains a very healthy fund balance (Tr. 40). He referred to the favorable rating Moody's, the credit rating agency, gave the City in 2009 (PBA Exhibit 40 R). In its statement Moody's wrote: "The City is currently engaged in contract negotiations with police (contract expired 12/31/2006) but Moody's feels that there is sufficient budgetary flexibility to manage settlement outcomes."

Mr. Decker acknowledged that from the 2005 through the 2009 fiscal year actual revenues decreased in comparison to those budgeted for those years. In fact in 2009, for the first time in five years, the City had a negative balance. He explained, however, that to address the decreasing revenues the City had simply spent less than budgeted, and in 2009, spent so much less that at the end of the fiscal year it still ended up with a surplus of \$470,000 (PBA Exhibits 40 P and Q; Tr. 53-55).

The PBA asserts that not only does the City have the ability to fund its proposals, but that the interests and welfare of the City are best served when it provides wages and benefits sufficient to attract and retain highly qualified police officers.

#### Position of the City

The City argues that it is wrong for the panel to focus just on the City's current ability to pay, especially given how its health care contributions for both current and retired PBA members have been rising exponentially. The City also points to the high cost of the pension payments it makes on behalf of PBA members, and that these difficult economic times make it ever more difficult for the City to meet its pension burdens.

In fact, while pension and health care costs continue to rise, as noted by Mr. Decker, the City's revenues have fallen short of its budgeted figures.

The City argues that although it will take substantially more income than it currently generates for it to continue to fund PBA salaries and benefits it is ill equipped to raise taxes. The City's Director of Planning and Economic Development, Stephen Dennis, testified that the City has little land available for economic development (Tr. 94). He also noted that the State's Empire Zone program, created to encourage business creation, has been discontinued (Tr. 95).

Mr. Dennis spoke about the City's retail business climate, and testified that because much of downtown is in a designated historic district the cost of renovations to ready a building for retail use is higher than it might be otherwise. He also observed that the big chains are found in malls outside the City, and that those who would do business downtown are local people, for whom the renovations costs are prohibitive.

Mr. Dennis discussed housing inventory, and the fact that there are very few homes being built in the City (Tr. 100). He concluded that since there is little building of any kind going on in the City, there is little opportunity to increase the tax base.

The City's Finance Director, Linn Smith, testified. Ms. Smith explained that for the 2007 fiscal year 35% of the City's revenues was derived from real property taxes, and that for 2008 that figure increased to 37%. According to Ms. Smith during this same period there was only a slight increase in the full value of taxable real property in the City (Tr. 109). Because of a property revaluation in 2008 property tax rates showed a decline, but because of the increase in property values, the overall tax burden on homeowners increased slightly (Tr. 109-11).

PECULIARITIES OF THE POLICE PROFESSION

Position of the PBA

The PBA argues that although Section 209.4 directs interest arbitration panels to compare the profession under consideration, here police work, to other occupations, there are none to which policing can be fairly compared. The reason is that police officer work is especially hazardous and requires qualifications, training and skills not associated with other lines of work.

Position of the City

Simply stated, the City acknowledges the difficult job performed by the City's police officers.

THE OUTSTANDING ISSUES AND THE PANEL'S AWARDS ON THOSE ISSUES<sup>4</sup>

1. 19.0 – Concluding

19.3 Duration

19.3.1 The duration of this Award shall be January 1, 2007 through December 31, 2008.

✓  
Concur          Dissent

*Paul S. Mayo*          9/11/11  
Paul S. Mayo          Date  
Employer Panel Member

X  
Concur          Dissent

*Anthony V. Solfaro*          9/15/11  
Anthony V. Solfaro          Date  
Employee Panel Member

2. 11.0 – Compensation

11.0.1 Rate of Pay

<sup>4</sup> As in the treatment of the statutory criteria, and in keeping with the format of the past two awards, the panel, seeking brevity, does not elaborate on the rationale supporting all of the individual awards made herein. It should be understood, however, that in reaching its conclusions the panel has considered all the evidence presented at the hearing, including the voluminous documents received from both parties, and, as mentioned above, has taken into consideration the criteria set forth in CSL § 209.4.

The PBA proposes that the existing base wage schedule be increased by 4.5% in each of the two years covered by the award, with various differentials over a Step 5 starting 5<sup>th</sup> year police officer's salary for investigators, sergeants, lieutenants and captains.

The PBA justifies these increases by pointing out that, even taking into account longevity, its members are among the lowest paid police officers among comparable municipalities. The PBA emphasizes that the City does not dispute that it has the ability to pay the proposed increases, but only that it should not be required to do so. The PBA's argument in this regard is spelled out above in the discussion of the parties' ability-to-pay arguments.

Finally, the PBA argues that the City can pay the proposed raises out of current funds, without having to resort to any tax increase.

The City proposes increases of 2% in 2007 and 2008. Its argument, as also discussed above in connection with the Section 209.4 criteria, is that simply because it has operated prudently and might currently be able to pay the requested increases, given ever escalating health care and pension costs, and uncertainties in the City's economic future, it should not be required to jeopardize its future by having to meet the PBA's demands. The City also notes that its police officers already receive more than adequate wages and fringe benefits.

The panel has considered all the evidence offered in support of these proposals, the parties' arguments, and the CSL Section 209.4 criteria, and makes the following:

#### AWARD

11.0.1 Rate of Pay – Rename section title to “Base Wage”<sup>5</sup> and amend as follows:

	(3.5%)	(3.75%)
	1/1/07	1/1/08
Patrolman	\$35,136	\$36,454

---

<sup>5</sup> This simple wording change is agreed to by both parties, and awarded by the panel.



11.3 Overtime Pay

The PBA has proposed language to clarify the City's obligations in regard to paying overtime, and to provide employees the option of receiving compensatory time in lieu of overtime pay. The PBA has also offered language as to how overtime shall be paid in the event of an employee's separation from service or death.

The City does not object to this proposal. Based upon the parties' agreement, the panel makes the following:

AWARD

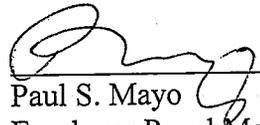
11.3.1 Amend to read as follows:

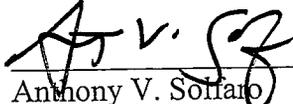
An employee who works in excess of eight (8) hours of his/her regular shift, or forty (40) hours in his/her scheduled workweek, he/she shall be paid overtime and paid at the rate of one and one-half times (1.5X) his/her applicable Base Wage hourly rate, inclusive of longevity, BMP and degree payment, if applicable. The employee shall have the option to be paid or elect compensatory time as set forth herein (example: 8 hours = 12 hours of pay or compensatory time). An employee who elects compensatory time in lieu of payment, shall be entitled to carry over and use unused compensatory time to December 31<sup>st</sup> of the following year. In the event the employee does not take all of his/her carried over compensatory time as set forth herein, he/she shall be paid in the first (1<sup>st</sup>) pay period of January, at the rate of pay in effect on the preceding December 31<sup>st</sup>.

In the event of separation of an employee from service, that employee shall be paid at the rate of pay in effect at that time, for all unused compensatory no later than the pay period following separation. In the event of death of an employee prior to separation, the employee's beneficiary or estate, as the case may be, shall be paid at the rate of pay in effect at that time for all unused compensatory time, no later than thirty (30) calendar days following death, or thirty (30) calendar days after the City has been provided with written documentation of who the beneficiary is, or written documentation of who the Executor is for the estate.

\_\_\_\_\_  
Concur                  Dissent

\_\_\_\_\_  
Concur                  Dissent

 \_\_\_\_\_ 9/11/11  
Paul S. Mayo                  Date  
Employer Panel Member

 \_\_\_\_\_ 9/15/11  
Anthony V. Soffaro                  Date  
Employee Panel Member



11.6 Longevity

The PBA proposes to compress the existing longevity schedule, and to begin longevity payments earlier than they are currently provided. The PBA also seeks to increase the longevity amounts, and to have them included in the calculation of overtime pay.

The City opposes any changes in the current longevity structure, and any increases.

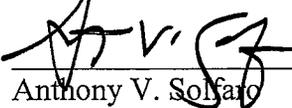
The panel has considered the evidence submitted on this proposal, the parties' arguments and the statutory criteria, and makes the following:

AWARD

11.6.1 Amend as follows:

All employees shall be paid longevity as follows:

(N/C) <u>Year of Service</u>	(N/C) <u>1/1/07</u> <u>Amount</u>	<u>1/1/08</u> <u>Amount</u>
Starting 10 <sup>th</sup> through 14 <sup>th</sup>	\$ 575.00	(+\$25.00) \$ 600.00
Starting 15 <sup>th</sup> through 19 <sup>th</sup>	\$ 625.00	(+\$25.00) \$ 650.00
Starting 20 <sup>th</sup> and above	<u>\$ 575.00</u>	(+\$100.00) <u>\$ 675.00</u>
TOTAL:	\$1,775.00	\$1,925.00

_____	✓ _____	 _____	9/14/11 _____
Concur	Dissent	Paul S. Mayo	Date
		Employer Panel Member	
X _____	_____	 _____	9/15/11 _____
Concur	Dissent	Anthony V. Solfaro	Date
		Employee Panel Member	

NEW 11.6.4 Add the following to read as follows:

The above longevity amounts shall be included in the calculation of overtime.

✓ _____	_____	 _____	9/15/11 _____
Concur	Dissent	Paul S. Mayo	Date
		Employer Panel Member	

X                      \_\_\_\_\_  
Concur                  Dissent

AVS                      9/15/11  
Anthony V. Solfaro                  Date  
Employee Panel Member

11.9 Investigator

Currently, for being on call, the investigator receives a specific number of guaranteed hours of overtime every month. Based upon an agreement previously entered into by the parties the first lieutenant now receives these same guaranteed hours for being on call, and the PBA simply proposes to memorialize this agreement in the award. The PBA also seeks to have the City provide a cell phone, at no cost, rather than a pager, to the investigator and also now the first lieutenant. Finally, the PBA proposes an increase in the investigator clothing allowance.

The City objects here only to any increase in the investigator clothing allowance.

The panel has considered the evidence submitted by the parties on this section of the Agreement, their arguments, and the statutory criteria, and makes the following:

AWARD

11.9 Investigator – Change heading to First Lieutenant and Investigator.

11.9.1 Insert “First Lieutenant and” before “Investigator.”

✓                      \_\_\_\_\_  
Concur                  Dissent

PM                      9/11/11  
Paul S. Mayo                  Date  
Employer Panel Member

X                      \_\_\_\_\_  
Concur                  Dissent

AVS                      9/15/11  
Anthony V. Solfaro                  Date  
Employee Panel Member

11.9.2 Amend to read as follows:

The First Lieutenant and Investigator(s) when “on call” off duty, shall be provided a cell phone by the City, at no cost to the employees.

✓                      \_\_\_\_\_  
Concur                  Dissent

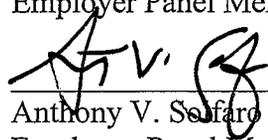
PM                      9/11/11  
Paul S. Mayo                  Date  
Employer Panel Member



AWARD

3.2 Right to Access:

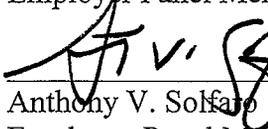
3.2.1 Insert "representative(s)" where "labor consultant" appears.

✓ _____ Concur	_____ Dissent	 _____ Paul S. Mayo Employer Panel Member	9/14/11 _____ Date
X _____ Concur	_____ Dissent	 _____ Anthony V. Solfaro Employee Panel Member	9/15/11 _____ Date

3.3 Release Time:

3.3.1 Amend the 2<sup>nd</sup> sentence to read as follows:

Effective 11:59 p.m., December 31, 2008, any one (1) PBA officer on duty, as designated above, shall be entitled to up to one (1) hour when necessary during normal working hours, to perform PBA duties within the Department, and up to four (4) hours to attend negotiations as a member of the PBA negotiating team.

_____ Concur	✓ _____ Dissent	 _____ Paul S. Mayo Employer Panel Member	9/14/11 _____ Date
X _____ Concur	_____ Dissent	 _____ Anthony V. Solfaro Employee Panel Member	9/15/11 _____ Date

4. 4.0 – Leaves

4.1 Sick Leave

4.1.1 – Currently employees may accumulate 185 days of sick leave, and the PBA proposes that there be no limitation on the number of days.

The City objects to any increase in the number of days that may be accumulated. The panel has considered the evidence produced at the hearing, the parties' arguments, and the statutory criteria, and makes the following:

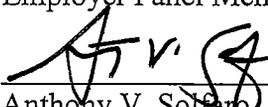


<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Concur	Dissent	Anthony V. Solfaro	Date
	X		9/15/11
		Employee Panel Member	

4.1.5 This section provides for payment of accumulated sick leave to bargaining unit members retiring before certain dates. The parties have agreed to delete the language since there are no longer any individuals to whom it applies. Accordingly the panel makes the following:

AWARD

4.1.5 Delete this section, and renumber the other sections accordingly.

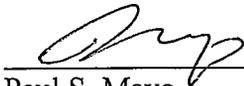
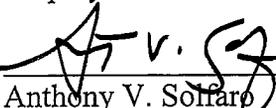
<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Concur	Dissent	Paul S. Mayo	Date
✓			9/15/11
		Employer Panel Member	
<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Concur	Dissent	Anthony V. Solfaro	Date
X			9/15/11
		Employee Panel Member	

4.1.6 This section provides for payment of accumulated sick leave upon retirement or reaching certain anniversaries, and the parties have agreed to add language providing the benefit upon separation from service, or upon death prior to separation. Accordingly the panel makes the following:

AWARD

4.1.6 Add the following:

In the event of separation of an employee from service, that employee shall be paid at the rate of pay in effect at that time, for all unused sick leave accumulation as set forth herein no later than the payroll following separation. In the event of death of an employee prior to separation, the employee's beneficiary or estate, as the case may be, shall be paid at the rate of pay in effect at that time for all unused sick leave accumulation as set forth herein no later than thirty (30) calendar days following death, or thirty (30) calendar days after the City has been provided with written documentation of who the beneficiary is, or written documentation of who the Executor is for the estate.

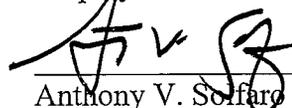
✓ _____ Concur	_____ Dissent	 _____ Paul S. Mayo Employer Panel Member	9/14/11 _____ Date
X _____ Concur	_____ Dissent	 _____ Anthony V. Solfaro Employee Panel Member	9/15/11 _____ Date

4.1.7 This section modifies the timing of the payout for accumulated sick leave when three or more unit members retire within a six-month period. The PBA proposes deleting this language, but the City argues that it should remain since it provides adequate time in which to make the payments.

The panel has considered the evidence produced at the hearing, the parties' arguments, and the statutory criteria, and makes the following:

AWARD

4.1.7 Delete in its entirety.

_____ Concur	✓ _____ Dissent	 _____ Paul S. Mayo Employer Panel Member	9/14/11 _____ Date
X _____ Concur	_____ Dissent	 _____ Anthony V. Solfaro Employee Panel Member	9/15/11 _____ Date

4.2 Personal Leave

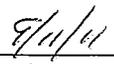
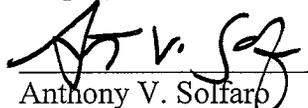
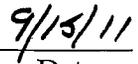
The PBA proposes increasing the number of personal leave days, granting them upon 24 hours notice, making them cumulative, allowing annual conversion to sick leave accruals, and paying out unused personal leave upon separation from service. The City agrees only to carry over the days.

The panel has considered the evidence submitted on this issue, the parties' arguments and the statutory criteria, and makes the following:

AWARD

4.2.1 Add the following:

In the event of any unused personal leave on December 31<sup>st</sup> of each year, the employee shall be entitled to carry over from year to year those unused days, which shall be added with the personal leave credited on January 1<sup>st</sup> of each year as provided for herein.

✓ _____ Concur	_____ Dissent	 _____ Paul S. Mayo Employer Panel Member	 _____ Date
x _____ Concur	_____ Dissent	 _____ Anthony V. Solfaro Employee Panel Member	 _____ Date

4.3 Vacations

The PBA proposes increasing the number of vacation days, compressing the number of years of service required to receive the days, and instituting a payout of vacation days upon separation from service or death.

The City opposes all the proposals except the payout.

The panel has considered the evidence submitted on this issue, the parties' arguments, and the statutory criteria, and makes the following:

AWARD

NEW 4.3.6 In the event of separation of an employee from service, that employee shall be paid at the rate of pay in effect at that time, for all unused vacation no later than the payroll following separation. In the event of death of an employee prior to separation, the employee's beneficiary or estate, as the case may be, shall be paid at the rate of pay in effect at that time, no later than thirty (30) calendar days following death, or thirty (30) calendar days after the City has been provided with written documentation of who the beneficiary is, or written documentation of who the Executor is for the estate.

✓ _____ Concur	_____ Dissent	 _____ Paul S. Mayo Employer Panel Member	 _____ Date
----------------------	------------------	---	--

X  
Concur

\_\_\_\_\_  
Dissent

[Signature] 9/15/11  
Anthony V. Solfaro Date  
Employee Panel Member

4.4 Holidays

The PBA proposes increases in the number of paid holidays, changes in how employees are paid for holidays not worked, and implementation of a payout for unused holidays upon separation from service or death.

The City objects to the PBA proposals except the payout, and proposes that holidays be celebrated on the dates on which they are observed by New York State.

The panel has considered the evidence on this issue, the parties' positions, and the statutory criteria, and makes the following:

AWARD

4.4.4 Add the following:

Effective thirty (30) calendar days after the signature of the Panel Chair to the Interest Arbitration Award, all Holidays, other than Lincoln's birthday, Washington's birthday and Easter Sunday, shall be celebrated on the same dates as the State of New York, with Lincoln's birthday, Washington's birthday and Easter Sunday being observed on the actual date.

✓  
Concur

\_\_\_\_\_  
Dissent

[Signature] 9/11/11  
Paul S. Mayo Date  
Employer Panel Member

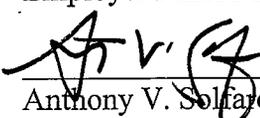
X  
Concur

\_\_\_\_\_  
Dissent

[Signature] 9/15/11  
Anthony V. Solfaro Date  
Employee Panel Member

NEW 4.4.6 In the event of separation of an employee from service, that employee shall be paid at the rate of pay in effect at that time, for all unused Holidays no later than the payroll following separation. In the event of death of an employee prior to separation, the employee's beneficiary or estate, as the case may be, shall be paid at the rate of pay in effect at that time for all unused Holidays, no later than thirty (30) calendar days following death, or thirty (30) calendar days after the City has been

provided with written documentation of who the beneficiary is, or written documentation of who the Executor is for the estate.

✓ _____ Concur	_____ Dissent	 _____ Paul S. Mayo Employer Panel Member	9/10/11 _____ Date
X _____ Concur	_____ Dissent	 _____ Anthony V. Solfaro Employee Panel Member	9/15/11 _____ Date

5. 8.0 – Accouterments

The PBA proposes increasing the annual uniform allowance by \$50 in each of the two years of the award, and updating the list of items issued employees.

The City agrees to changes on the clothing issue list, but objects to any increase in the allowance. The City proposes changing the payment system from the one now in effect, under which the employees receive an allowance, to a reimbursement plan.

The PBA opposes any change to the current payment system.

The panel has considered the evidence submitted on this issue, the parties' arguments, and the statutory criteria, and makes the following:

AWARD

8.0.1 Amend to read as follows:

Each employee shall receive an annual uniform maintenance allowance as follows:

(N/C)	(+\$50.00)
<u>1/1/07</u>	<u>1/1/08</u>
\$575.00	\$625.00

_____ Concur	✓ _____ Dissent	 _____ Paul S. Mayo Employer Panel Member	9/10/11 _____ Date
-----------------	-----------------------	--	--------------------------

X  
Concur

\_\_\_\_\_  
Dissent

AVS 9/15/11  
Anthony V. Solfaro Date  
Employee Panel Member

Each employee shall be paid the above amounts on the dates set forth below as follows:

(N/C)	<u>1/1/07</u>	<u>1/1/08</u>
January 1 <sup>st</sup>	\$143.75	\$156.25
April 1 <sup>st</sup>	\$143.75	\$156.25
July 1 <sup>st</sup>	\$143.75	\$156.25
October 1 <sup>st</sup>	<u>\$143.75</u>	<u>\$156.25</u>
Total:	\$575.00	\$625.00

The above payment(s) shall be subject to the appropriate withholding based on the employee's W-4 certificate on file with the City, unless the employee submits a voucher or receipts which substantiates that the payment is reimbursement of such expenses as required by the Rules and Regulations of the Internal Revenue Service (IRS).

\_\_\_\_\_  
Concur

✓  
Dissent

PSM 9/14/11  
Paul S. Mayo Date  
Employer Panel Member

X  
Concur

\_\_\_\_\_  
Dissent

AVS 9/15/11  
Anthony V. Solfaro Date  
Employee Panel Member

8.1.1 Update list as follows:

Mandatory Basic Issue

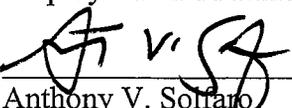
<u>Item</u>	<u>Quantity</u>	<u>Comments</u>
1. Long Sleeve Shirt	5	
2. Short Sleeve Shirt	5	
3. Summer Pants	3	
4. Winter Pants	3	
5. Uniform Hat	1	
6. Hat Rain Cover	1	
7. Badges (2 Breast, 1 Hat)	1	
8. Collar Brass (Set)	1	
9. Name Tag	2	
10. Defense Spray w/case *	1	With expiration date
11. Impact Weapon w/case *	1	
12. Tie	1	
13. Tie Bar	1	
14. Portable Radio & Case	1	

15. Search Gloves	1	
16. Range Pants	1	
17. Range Shirt	1	
18. Bullet Resistant Vest	1	Certified
19. Firearm (Sidearm) *	1	9mm
20. Firearm Holster	1	
21. Ammunition Carrier/Case	1	
22. Glove Carrier	1	
23. Handcuffs w/case & key	1	Common keying
24. Duty Belt w/keepers	1	
25. Spring/Summer Jacket and Winter Jacket (Car Coat)	1	All season hip length
26. Raincoat	1	
27. Boots (insulated pair)	1	Timberland #80089, Carolina #8880 Snowmobile type or equivalent

\* Upon completion of required training

<u>Optional – At Member's request</u>	<u>Quantity</u>	
1. Winter Uniform Hat	1	
2. Winter Gloves (Pair)	1	
3. Overcoat ¾ length	1	Trooper Nylon/Reefer Coat
4. Shoes (Pair)	1	
5. Whistle	1	
6. Reflective Safety Vest	1	

Concur      \_\_\_\_\_ Dissent  
 9/11/11  
Paul S. Mayo Date  
Employer Panel Member

Concur      \_\_\_\_\_ Dissent  
 9/15/11  
Anthony V. Soffaro Date  
Employee Panel Member

6. 10.0 – Medical Insurance

10.1 Health Insurance

The City proposes increasing the employee health insurance premium contribution effective January 1, 2007, to 2% of base wages, plus the difference between the cost of the Blue Cross/Blue Shield and PPO I plans.

The City also proposes that where an employee has a spouse who either works for the City or is a City retiree, the spouse should be required to enroll in one family plan. Under that circumstance, a retiring employee's sick leave payout can be used to pay for the family plan premium into retirement. Finally, the City proposes that there be only one family plan for spouses where one or the other has either retired from, or works for, the City.

The PBA opposes any increase in premium contribution, and the other elements of the City's proposal.

The PBA proposes paying an employee who declines health insurance 50% of the premium, with the understanding that the employee, satisfying certain conditions, may resume coverage. The City opposes the 50% figure, but agrees that since no payment for those declining coverage currently exists, and that one would result in a cost savings to the City, some smaller percentage benefits both parties.

The panel has considered all the evidence offered on this issue, the parties' arguments, and the statutory criteria, and makes the following:

AWARD

10.0 MEDICAL INSURANCE – Change heading to HEALTH INSURANCE.

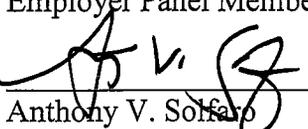
10.1 Health Insurance:

10.1.2 Amend to read as follows:

Each employee shall contribute towards the BC/BS health insurance and dental plan as follows:

	(N/C)		
	<u>1/1/07</u>		<u>1/1/08</u>
Individual	1.5% of Base Wage	(N/C)	1.5% of Base Wage
Family	1.5% of Base Wage	(1/2%)	2.0% of Base Wage

The amounts shall be deducted in equal payments each pay period.

✓ _____ Concur	_____ Dissent	 _____ Paul S. Mayo Employer Panel Member	9/11/11 _____ Date
_____ Concur	X _____ Dissent	 _____ Anthony V. Solfaro Employee Panel Member	9/15/11 _____ Date

10.1.4 Delete in its entirety and insert the following:

Effective thirty (30) calendar days after the signature of the Panel Chair to the Interest Arbitration Award, an employee who declines and waives both health insurance, and dental coverage which is provided for as a rider, upon execution and submission of Appendix " " the Request to Decline and Waive Health Insurance and/or Dental Coverage attached hereto and made a part of this Award, shall receive twenty-five percent (25%) of the premium costs in effect, payable in equal installments in the first payroll following the end of each calendar quarter. The City agrees to pro-rate all premiums to be paid, based upon the period of time the employee declines and waives health insurance and dental coverage. Pursuant to Section 10.1.5 herein, that employee shall receive twenty-five percent (25%) of the health and dental premium cost only.

In the event the employee waives only the health insurance coverage, and continues with the dental coverage, he/she shall contribute in the same ratio that the dental insurance premium is to the actual total aggregate premium of the health and dental, and not as a percentage of Base Wage as set forth in Section 10.1.2 (example: the contribution for the health insurance and dental coverage on January 1, 2008, for a Patrolman III with a Base Wage of \$51,355, is 2.0% of Base Wage for family, or \$1,027.10 for the year, in pre-taxed dollars). The following represents the ratio formula and calculation:

	<u>2008</u>
Health Insurance Premium	\$14,852.76 (Family Actual)
Dental Insurance Premium	+ 386.52 (Family Actual)
Total Premium Aggregate	\$15,239.38

The dental premium represents 2.6% of the total premium aggregate. Pursuant to the 2.0% annual family amount of \$1,027.10 set forth above, and applying the ratio formula of 2.6%, the employee shall contribute \$26.70 for the year in pre-taxed dollars, with the City paying the remaining balance of the annual premium.

The affected employee(s), in the event he/she wishes to resume health insurance coverage by the City, shall comply with the requirements as set forth in Appendix "FILL IN" attached hereto and made a part of this Award.

✓ _____ Concur	_____ Dissent	 _____ Paul S. Mayo Employer Panel Member	9/16/11 _____ Date
----------------------	------------------	---	--------------------------



8. 18.3 – Other Conditions

The parties agree to eliminate the sunset language here, and the panel, therefore, makes the following:

AWARD

18.3 Other Conditions

18.3.1 Delete “for the duration of this Agreement.”

✓	_____	_____	_____
Concur	Dissent	Paul S. Mayo	Date
		Employer Panel Member	
X	_____	_____	_____
Concur	Dissent	Anthony V. Solfaro	Date
		Employee Panel Member	

9. Retroactivity

AWARD

The terms of the award shall be implemented as soon as possible, but in no event later than fifteen calendar days following the date of the panel chairperson’s signature. The City shall pay and grant retroactivity only as specifically set forth herein. The City shall pay and grant retroactivity on all items awarded herein to each employee who is on the payroll on the date the award is executed by the chairperson, as well as to any employee who retired or was laid off between January 1, 2007, and the date the award is executed by the chairperson. The City shall pay, in lieu of retroactivity on all items awarded herein, to each employee who resigned between January 1, 2009, and the date the award is executed by the chairperson, \$100 for every month or part of every month the employee was on the payroll from January 1, 2007, to the employee’s resignation. The City shall provide a worksheet detailing 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 shall make every effort to do so not later than thirty calendar days following the date of the panel chairperson’s signature, but in no event more than forty-five calendar days following such. The panel retains jurisdiction until payment of retroactivity and implementation of this award is completed as set forth herein. Any disputes shall be returned to the panel for its determination.

✓	_____	_____	_____
Concur	Dissent	Paul S. Mayo	Date
		Employer Panel Member	



- 3. Dennis Campagna
- 4. Louis Patack

✓ _____ Concur	_____ Dissent	 _____ Paul S. Mayo Employer Panel Member	9/11/11 _____ Date
X _____ Concur	_____ Dissent	 _____ Anthony V. Soffaro Employee Panel Member	9/13/11 _____ Date

13. Appendices to Article 10.0 – Health Insurance

The parties agree to the language of the following appendices, but it should be noted that the employee panel member did not concur with the buyout percentage as awarded. Based upon the parties' agreements the panel makes the following:

AWARD

APPENDIX “\_\_”

HEALTH INSURANCE AND/OR DENTAL COVERAGE BUY OUT

The City shall provide for an optional buy-out of health insurance and/or dental coverage by an employee. The buy-out of health insurance and/or dental coverage shall provide that an employee who is covered by another health insurance plan may notify the City on the Request to Decline And Waive Health Insurance Coverage form, attached hereto and made a part of Appendix “\_\_”, that he/she is selecting to decline and waive the health insurance and/or dental coverage provided by the City, for which the employee is eligible and entitled to receive pursuant to the collective bargaining agreement between the parties.

An employee who declines and waives health insurance and/or dental coverage as provided above, shall be compensated at twenty-five percent (25%) of the total premium cost in effect, payable in equal installments in the first payroll following the end of each calendar quarter, as set forth in 10.1.4 and 10.1.5 therein.

An employee who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined and waived health insurance and/or dental coverage through the City, be required to provide written notice to the City that he/she is covered by health insurance and/or dental coverage under a different plan. An employee who has elected to receive the buy-out fee is required to provide written notice to the City on the Request to Resume Health Insurance Coverage form, attached hereto and made a part of Appendix “\_\_”, that he/she is no longer covered or wishes to re-enter the health insurance and/or dental plan provided by the City. The effective date of the employee's re-establishment of health insurance and/or dental coverage by the City shall be at the earliest possible date as provided by the plan, or as provided for by law

(example: qualifying event). The City shall notify the plan upon notice by the employee of that employee's decision to re-establish health insurance and/or dental coverage through the City.

The waiver(s) herein shall be used for the request to decline and waive health insurance and/or dental coverage or request to resume health insurance and/or dental coverage. The City shall provide the forms to the employee that are attached hereto and made a part of Appendix “\_\_” and this Agreement.

APPENDIX “\_\_”

REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE  
AND/OR DENTAL COVERAGE

1. I, \_\_\_\_\_, hereby request to decline and waive health insurance and/or dental coverage provided by the City for which I am presently eligible. I understand that I must be covered by another health insurance and/or dental plan to be eligible for waiver of City health insurance and/or dental coverage. Accordingly, I certify that I am presently covered by the following health insurance and/or dental plan:

Name of Plan: \_\_\_\_\_

Coverage provided by or through: \_\_\_\_\_  
(Name of organization or City)

Subscriber Number: \_\_\_\_\_

Attached to this form is a copy of the identification card for this health insurance and/or dental plan.

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for City provided health insurance and/or dental coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form “Request to Resume Health Insurance Coverage” to re-establish City provided health insurance and/or dental coverage, and that the effective date for resumption of City provided health insurance and/or dental coverage is subject to and conditioned on the requirements of the health insurance and/or dental plan, or as provided for by law (example: qualifying event). I hereby acknowledge that I have been advised by the City as to the health insurance and/or dental plan's present requirements for resumption of health insurance and/or dental coverage, and I understand that those requirements may be changed at any time by the health insurance and/or dental plan provider.
3. I understand and agree that I will be compensated by the City for my waiver of health insurance and/or dental coverage in accordance with the applicable terms of the collective bargaining agreement detailing this area between the City and the PBA.

4. I understand and agree that my waiver of health insurance and/or dental coverage shall remain in effect unless I apply on the appropriate form to the City to discontinue the waiver of health insurance and/or dental coverage. I understand and agree that the waiver of health insurance and/or dental coverage shall continue until I complete and file with the City the necessary form to re-establish the health insurance and/or dental coverage provided by the City in accordance with the requirements of the City's health insurance and/or dental plan. The effective date of re-establishment of my health insurance and/or dental coverage shall be as provided by the City's health insurance and/or dental plan provided, or as provided for by law (example: qualifying event). Upon resumption of my health insurance and/or dental coverage through the City, the compensation I have received in connection with the waiver of health insurance and/or dental coverage shall cease, in accordance with the terms of the collective bargaining agreement by and between the City and the PBA.

Employee Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date: \_\_\_\_\_

City Agent \_\_\_\_\_ Print Name \_\_\_\_\_

Date: \_\_\_\_\_

cc: President, Crystal City PBA

#### APPENDIX “ \_\_\_ ”

#### REQUEST TO RESUME HEALTH INSURANCE AND/OR DENTAL COVERAGE

1. I, \_\_\_\_\_, hereby request to re-establish City provided health insurance and/or dental coverage which I had previously received from the City. I have attached a completed New York State Health Insurance Transaction Form which is required by the health insurance and/or dental provider.
2. I understand and agree that the effective date for resumption of City provided health insurance and/or dental coverage is subject to and conditioned on the requirements of the City's health insurance and/or dental plan provider, or as provided for by law (example: qualifying event).
3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance and/or Dental Coverage will be terminated upon re-establishment of City provided health insurance and/or dental coverage in accordance with the applicable terms of the collective bargaining agreement by and between the City and the PBA.

Employee Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Accepted For The City:

City Agent \_\_\_\_\_ Print Name \_\_\_\_\_

Date: \_\_\_\_\_

cc: President, Crystal City PBA

Concur

Dissent

  
\_\_\_\_\_  
Paul S. Mayo Date  
Employer Panel Member

9/10/11

Concur

Dissent

  
\_\_\_\_\_  
Anthony V. Solato Date  
Employee Panel Member

9/15/11

This award is respectfully submitted by the panel chairperson.

Dated: September 16, 2011  
Loudonville, New York

  
\_\_\_\_\_  
Louis J. Patack  
Public Panel Member and Chairperson

STATE OF NEW YORK )  
COUNTY OF ALBANY ) ss.:

On this 16<sup>th</sup> day of September, 2011, before me personally came and appeared Louis J. Patack, 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.

Janice E. John  
Notary Public

JANICE E. JOHN  
Notary Public, State of New York  
Qualified in Schenectady County  
Commission Expires Dec. 19, 2014

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On this 12<sup>th</sup> day of September, 2011, before me personally came and appeared Paul S. Mayo, 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.

Penny R. Harris  
Notary Public

PENNY R. HARRIS  
Notary Public, State of New York  
Chemung County No. 01HA6077113  
Commission Expires July 1, 2014

STATE OF NEW YORK )  
COUNTY OF ORANGE ) ss.:

On this 15<sup>th</sup> day of September, 2011, before me personally came and appeared Anthony V. Solfaro, 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.

Lorraine J. Mc Guinness  
Notary Public

LORRAINE J. Mc GUINNESS  
Notary Public, State of New York  
Qualified in Orange County  
Reg. No. 4620194  
Commission Expires June 30, 20 15