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#### **Contract Database Metadata Elements**

Title: **Corning, City of and Crystal City Police Benevolent Association, Inc. (2005)**

Employer Name: **Corning, City of**

Union: **Crystal City Police Benevolent Association, Inc.**

Local:

Effective Date: **01/01/05**

Expiration Date: **12/31/06**

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**3. THE TERMS OF PAST COLLECTIVE AGREEMENTS NEGOTIATED BETWEEN THE PARTIES**

1/1/05 - 12/31/06

**A. The P.B.A.'s Position**

The P.B.A. asserts that the City's demand for concessions, particularly those having a financial impact, represent issues that have been negotiated over time and contained in numerous contracts between the parties. Given the lack of any compelling reason in the record for any change in these jointly negotiated provisions, the P.B.A asserts that the City's demands should not be awarded by this Panel. The City's current proposal on health insurance would move P.B.A. unit members to a lesser health insurance plan that obligates substantially greater out-of-pocket payments labeled as medical visit co-payments and prescription drug co-payments. The record supports an Award by this Panel consistent with the demands submitted by the P.B.A. in its petition.

**RECEIVED**

AUG 07 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**B. The City's Position**

The City maintains that it has submitted a historical comparison of salary increases accorded the P.B.A, the City's fire department and both C.S.E.A bargaining units covering the period 1997-2007, the purpose of which is to demonstrate that not only is the City's proposal consistent with the prior negotiated raises between the City of Corning with all of the other unions having a bargaining relationship with the City. It also demonstrates that in the aggregate, the City has paid above the CPI for the Northeast region with regard to those salary adjustments.

**POSITION OF THE PARTIES ON THE OUTSTANDING ISSUES  
AND  
THE PANEL'S FINDINGS AND CONCLUSIONS ON THESE ISSUES**

The parties presented testimony, argument and documentary evidence with respect to wages, health insurance and other benefits, in which their respective positions were further amplified and developed on the issues in the post-hearing briefs. Therefore, the discussion below is reflective of the manner and method the parties chose to support their positions. It should also be noted that in addition to such arguments, documents and evidence, the Panel, in reaching its

determination on the issues discussed below, has carefully considered the statutory guidelines set forth in Section 209.4 as well as the positions of the parties on these guidelines as set forth above.

**1. DURATION OF AWARD**

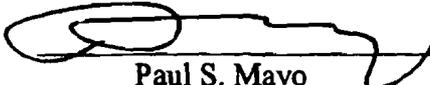
The parties agree to a 2-year Award, which shall be effective January 1, 2005 through December 31, 2006. Based on such agreement, the Panel hereby makes the following

**AWARD**

**The term of this Award shall be from January 1, 2005 through December 31, 2006.**

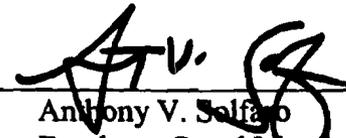
I (concur) (~~do not concur~~) with the above Award.

Date: 10/17/07

  
Paul S. Mayo  
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award.

Date: 10/19/07

  
Anthony V. Salfano  
Employee Panel Member

**2. WAGES**

The P.B.A. has proposed a 4.5% base wage increase for each of the 2-year Award. In addition, the P.B.A seeks to adjust the current schedule by adding two new steps, a "starting 2<sup>nd</sup> year Police Officer" and a "starting 4<sup>th</sup> year Police Officer" step. The salary rates for each of these steps are computed by taking one-half of the difference between the preceding and immediately following steps. The P.B.A also seeks:

- to adjust the schedule for Investigators by paying them a 2% differential above top grade police officers, and
- to provide an increase in the existing rates to a percentage differential for the Sergeant(s), Lieutenant(s) and Captain(s). The Sergeant(s) current percentage differential when

computed into a percentage is 5,82%. The P.B.A.'s demand is for a 6% differential above the "top" police officer. The Lieutenants current percentage differential when computed into a percentage is, 11.63%. The P.B.A.'s demand is for a 12% differential above the "top" police officer, and a slight decrease for Captains, from 20.58% to 20.5% for the purpose of making the differentials more uniform. (Note: There are currently no Captains in the Police Department)

The City's demand is that there be no change in wages from the existing 2004 levels for 2005, and a 2% across-the-board wage increase for 2006.

The parties presented documentary evidence and argument in support of their respective positions on the issue of Wages, bringing into evidence a comparison of the wage rates and other benefits in other comparable communities, including those with similar skills, the City's ability to pay, an analysis of wages and other benefits negotiated by the parties in the past. Particular emphasis was placed on a comparison of wages of the City's Police as compared to Police in other jurisdictions, as well as a thorough discussion on the City's ability to pay. Those arguments are found in the discussion of the Statutory Criteria above.

Based on an analysis of all testimony, exhibits as well as other documentary evidence, the Panel makes the following

#### AWARD

- The 2004 salary schedule shall be increased four (4.0%) percent on each and every step on January 1, 2005.
- The 2005 salary schedule shall be increased by four (4.0%) on each and every step on January 1, 2006 to reflect the following:

	(4.0%) <u>1/1/05</u>	(4.0%) <u>1/1/06</u>
Patrolman	\$32,642	\$33,948
Patrolman II	\$40,760	\$42,390
Patrolman III and Investigator	\$45,986	\$47,825
Sergeant	\$48,660	\$50,606
Lieutenant	\$51,334	\$53,387
Captain	\$55,449	\$57,667

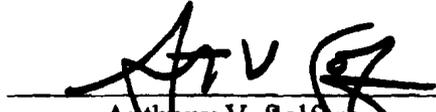
I (~~concur~~) (do not concur) with the above Award.

Date: 10/17/07

  
Paul S. Mayo  
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award.

Date: 10/19/07

  
Anthony V. Salfaro  
Employee Panel Member

### 3. LONGEVITY

The P.B.A.'s demand includes a compression of the existing longevity schedule with a \$25.00 increase at all steps effective January 1, 2005 and January 1, 2006. The P.B.A.'s demand also has the unit-member's longevity increment included in their overtime calculation.

The City's demand is to retain the existing longevity schedule, with no increases.

Following a careful and thorough analysis of all testimony, exhibits and other documentary evidence, the Panel makes the following

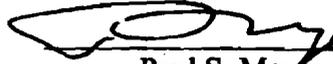
**AWARD**

- On January 1, 2005, the 2004 Longevity schedule shall be increased by \$25.00 for each of the three (3) steps.
- On January 1, 2006, the 2005 Longevity schedule shall be increased by \$25.00 for each of the three (3) steps to reflect the following:

YEAR OF SERVICE	2005 LONGEVITY	2006 LONGEVITY
Starting 10 <sup>th</sup> through 14 <sup>th</sup>	\$550.00	\$575.00
Starting 15 <sup>th</sup> through 19 <sup>th</sup>	\$600.00	\$625.00
Starting 20 <sup>th</sup> and above	\$550.00	\$575.00

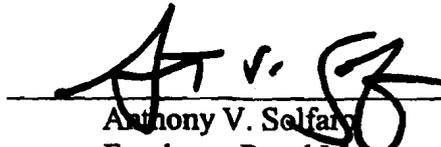
I (~~concur~~) (~~do not concur~~) with the above Award.

Date: 10/17/07

  
Paul S. Mayo  
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award.

Date: 10/19/07

  
Anthony V. Salfano  
Employee Panel Member

**4. SHIFT DIFFERENTIAL**

The P.B.A.'s demand is to increase the shift differential currently paid for the 10:00 p.m. to 6:00 a.m. tour from its current rate of \$0.85/hr. to \$1.10/hr. effective January 1, 2005 and a further increase to \$1.35/hr., effective January 1, 2006. The P.B.A.'s demand also includes paying the same differential amounts to the 2:00 p.m. to 10:00 p.m. shift. In addition, the P.B.A.'s demand is to include the differentials paid to unit members when such member is on any paid leave.

The City's demand is to have the current shift differential paid only for actual hours worked and only for the 10:00 p.m. to 6:00 a.m. shift.

Following a careful and thorough analysis of all testimony, exhibits and other documentary evidence, the Panel makes the following

**AWARD**

**All unit members who work during the 10:00 p.m. to 6:00 a.m. shift shall be paid a differential as follows:**

<b>(+\$.10/hr)</b>	<b>(+\$.10/hr)</b>
<b><u>January 1, 2005</u></b>	<b><u>January 1, 2006</u></b>
<b>\$0.95/hr</b>	<b>\$1.05/hr</b>

I (~~concur~~) **(do not concur)** with the above Award.

Date: 10/17/07

  
Paul S. Mayo  
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award.

Date: 10/19/07

  
Anthony V. Solino  
Employee Panel Member

**5. CLOTHING ALLOWANCE**

The P.B.A.'s demand is to increase the clothing allowance from the existing \$525.00 to \$600.00 effective January 1, 2005, and to \$625.00 effective January 1, 2006. The P.B.A.'s demand also includes that the allowance be paid on a quarterly basis.

The City's demand is that unit members be reimbursed up to the current \$525.00 for cleaning and maintenance of issued uniforms.

Following a careful and thorough analysis of all testimony, exhibits, and other documentary evidence, the Panel makes the following

**AWARD**

- **Effective January 1, 2005, each unit member shall receive an increase of twenty-five (\$25.00) dollars for clothing allowance.**
- **Effective January 1, 2006, each unit member shall receive another increase of twenty-five (\$25.00) dollars for clothing allowance to reflect the following:**

(+ <b>\$25.00</b> )	(+ <b>\$25.00</b> )
<u>1/1/05</u>	<u>1/1/06</u>
<u><b>\$550.00</b></u>	<u><b>\$575.00</b></u>

- **The parties' reached an agreement on the revised mandatory basic issue and optional uniform list which shall be considered part of this Award, and as set forth below:**

**MANDATORY BASIC ISSUE**

	ITEM	QUANTITY
1	Long sleeve shirt	5
2	Short sleeve shirt	5
3	Pants	5
4	Uniform hat	1
5	Hat rain cover	1
6	Badges (2 breast, 1 hat)	1
7	Collar brass (set)	1
8	Name tag	2
9	Defense spray w/case *	1
10	Impact weapon w/case *	1
11	Tie	1
12	Tie bar	1
13	Portable radio & case	1
14	Search gloves	1
15	Range pants	1
16	Range shirt	1
17	Bullet resistant vest	1
18	Firearm (sidearm) *	1
19	Firearm holster	1
20	Ammunition carrier	1
21	Glove carrier	1
22	Handcuffs w/case & key	1
23	Duty belt w/keepers	1
24	3 season jacket	1
25	Raincoat	1

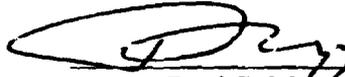
\*Upon completion of required training

**OPTIONAL: At member's request**

	<b>ITEM</b>	<b>QUANTITY</b>
1	Winter uniform hat	1
2	Winter gloves (pair)	1
3	Boots (pair)	1
4	Shoes (pair)	1
5	Whistle	1
6	Reflective safety vest	1

I concur (~~do not concur~~) with the above Award.

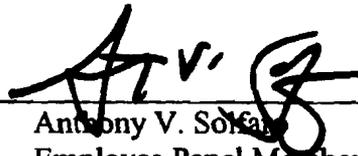
Date: 10/17/07



Paul S. Mayo  
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award.

Date: 10/19/07



Anthony V. Sorfa  
Employee Panel Member

**6. INVESTIGATOR PAY**

The P.B.A.'s demand is to increase the uniform allowance for the Investigator's position from \$825.00 to \$1,000.00 effective January 1, 2005, and to increase the Investigator's payment each month due to his/her on-call status from 12 to 16 hours of overtime.

The City's demand is that the Investigator(s) be reimbursed annually for business attire upon presentation of paid receipts.

Following a careful and thorough analysis of all testimony, exhibits, and other documentary evidence, the Panel makes the following

**AWARD**

- **Effective January 1, 2006, the Investigator's uniform allowance shall be increased by \$25.00 to a total of \$850.00.**

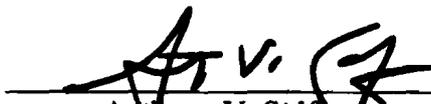
I (~~concur~~) (do not concur) with the above Award.

Date: 10/17/07

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

I (concur) (~~do not concur~~) with the above Award.

Date: 10/19/07

  
\_\_\_\_\_  
Anthony V. Solfaro  
Employee Panel Member

**7. SICK LEAVE**

The P.B.A.'s demand is to credit sick leave on the 1st day of each month, to eliminate the current 170 day cap on accumulation, and to expand the payment of sick leave paid upon retirement to payment upon any separation, including but not limited to retirement.

The City's demand is to limit the payment for sick leave for those employees hired on or after January 1, 2006 to 45% of the employee's accumulation.

Following a careful and thorough analysis of all testimony, exhibits, and other documentary evidence, the Panel makes the following

**AWARD**

**Effective January 1, 2006, Section 4.1.1 of the 2000 to 2002 collective bargaining agreement shall be modified to provide a maximum sick leave accumulation of 185 days.**

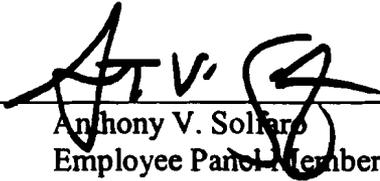
I (~~concur~~) (do not concur) with the above Award.

Date: 10/17/07

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

I (concur) (~~do not concur~~) with the above Award.

Date: 10/19/07

  
\_\_\_\_\_  
Anthony V. Solfero  
Employee Panel Member

**8. HOLIDAYS**

The P.B.A.'s demand is to add 4 paid holidays to the existing 11, bringing the total number of paid holidays to 15, and to make the necessary adjustments to the contractual language to reflect this change.

The City's demand is there be no change to the existing 11 Holidays.

Following a careful and thorough analysis of all testimony, exhibits, and other documentary evidence, the Panel makes the following

## AWARD

- **Effective January 1, 2006, Martin Luther King Jr.'s birthday shall be added as to the current list of Holidays, bringing the total number of paid Holidays to 12.**

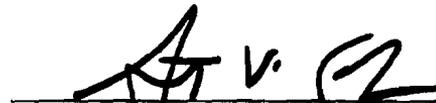
I (~~concur~~) (do not concur) with the above Award.

Date: 10/17/07

  
Paul S. Mayo  
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award.

Date: 10/19/07

  
Anthony V. Salfaro  
Employee Panel Member

### 9. HEALTH INSURANCE

The current health insurance plan covering unit members is a traditional indemnity plan provided by Blue Cross/Blue Shield, known as the Seventy Day Hospital Service Plan, Comprehensive Benefits Plan. It is a paid in full, also known as a 1<sup>st</sup> dollar coverage medical plan. Unit members also have a \$3.00 (Generic)/\$10:00 (Brand Name) prescription-drug plan.

#### A. The City's Position

The City seeks to eliminate the current Indemnity plan and substitute in its place a Blue Cross/Blue Shield PPO I plan, an unrestricted managed care plan, with a three-tiered prescription-drug formulary rider at \$5.00(Generic)/\$15.00(Brand Name)/\$30.00 (Formulary). The City asserts the proposed plan, while not reducing medical benefits, in fact offers slightly increased benefits and is designed to give employees an incentive to economically and "wisely" use the Plan. For example, there is an incentive to make doctor office visits in lieu of emergency room visits where possible. There is also an incentive to make a telephone call to a pre-designated number for medical guidance and information in lieu of making an office visit whenever possible. The PPO I plan, like the current indemnity plan, is also "portable", offering benefits to retirees who seek to live in warmer states during the winter months. The City

maintains that the PPO I plan will soon replace the current indemnity plan in any event, since, given the testimony from its witness, it is clear that Excellus will not support the current indemnity plan since it is moving to a PPO product.

In addition to providing benefits comparable to the current indemnity plan, there is yet another reason why the P.B.A. should be moved into the PPO I plan the City urges. That reason is cost savings. In this regard, using the Family plan as an example, the City notes that the 2005 monthly charge for the current indemnity plan is \$901.90 as compared to the PPO I plan, which was \$849.23, representing a saving of \$52.67 per month, or approximately \$632.00 on an annual basis. In addition, the City notes that every labor union with which it has a contractual relationship has moved to the PPO I plan except for the P.B.A. Accordingly, there is currently a disparity in the plans between the other Unions who have accepted the PPO I plan and the P.B.A., and from a public policy point of view, the City maintains that this current state represents an "unwanted, undesirable situation."

Finally, the City notes that the P.B.A. has not lived up to its responsibility under Section 10.1.4 of the CBA. This Section obligates the parties to "set up an advisory health insurance committee consisting of equal voting representation by the Employer and all union representatives for the recognized labor organizations representing City employees who are covered by the City's health insurance plan." The committee is charged with "developing alternatives for health and dental insurance coverage, prior to July 1, 2000, and to explore the possibility of affiliating with a larger insurance pool, either with other municipal plans or through a cooperative self-funded plan." The City asserts that despite this language, the Union has done "very little." Accordingly, the City urges that given the sharp increase in insurance premiums, likely to escalate even further, together with the P.B.A.'s lax attitude in seeking a resolution, the Panel should issue a ruling that changes the carrier to the Blue Cross/Blue Shield PPO I plan.

## **B. The P.B.A.'s Position**

The P.B.A. asserts that no change in the health insurance plan is warranted.

The P.B.A. notes that the City's proposal to move P.B.A. members into a PPO I plan is not a new one, having been visited and reviewed by the Prosper Panel, a move that Panel rejected. Once again, as before, the P.B.A. asserts that it opposes this plan and as before, the City's current proposal before this Panel should be denied because the City does not have any more reason to change the insurance plan than it did before the Prosper Panel. The P.B.A. offers the following in support of its opposition to the change proposed by the City

First, the P.B.A. notes that the cost of the PPO I plan as compared to the current indemnity plan are not appreciably less. In this regard, the difference in the family plan is about \$50, and assuming that every unit member was in the family plan, the savings to the City is approximately \$12,600, a de minimis amount when compared to the City's \$1.4 million annual budget. The P.B.A. asserts that given this financial reality, it is apparent that the City's insistence that the P.B.A. move to this PPO product is not driven by economic or other genuine needs but rather an insistence on a position with little if any substance to support it. Moreover, just because other unions have agreed to the move does not make the move by the P.B.A. any more palatable.

Next, the P.B.A. maintains that the City's proposal to move to the PPO I plan saves the City money due to the shifting of costs to employees. By way of example, the P.B.A. notes that a move to the PPO I plan mandates a move to the \$5.00/\$15.00/\$30.00 three-tier prescription drug formulary. Given the stark reality of a three-tier system, the P.B.A. maintains that its members have no input into the tier placement of drug purchases, and prior arbitration proceedings have demonstrated that the most frequently prescribed medications will fall into the \$30.00 tier. In addition, new co-payments and charges for services most frequently used by P.B.A. members and their families such as office visits, physicals and emergency room visits, plus penalties as high as \$500.00 per occurrence for failure to comply with the 48-hour pre-authorization requirement mandated by the PPO I plan will result in cost savings to the City at a substantial out-of-pocket expense to P.B.A. members. The indemnity plan currently in effect does not contain any of these financial mandates the P.B.A. maintains. Accordingly, the P.B.A. asserts

that the City cannot credibly claim that the current indemnity plan and its proposed PPO I plan are virtually identical.

Finally, in acknowledging the existence of the health insurance advisory committee in Section 10.1.4, the P.B.A. suggests that the use of this committee process, by all parties, will lead to a more realistic and acceptable result.

Based on the foregoing arguments, the P.B.A. urges the Panel to reject the City's proposal.

## **DISCUSSION**

As we begin this discussion, it is apparent that any direction by this Panel on the health insurance issue before it must be made in light of the fact that this Award covers the period January 1, 2005 through December 31, 2006. Accordingly, for all intents and purposes, this Award will have "expired" even before it has been issued. Therefore, there remains a serious question as to the practicalities of an Award that changes a health insurance plan retroactively. Moreover, since the parties have continued the current indemnity plan into calendar year 2007, which is quickly nearing an end, and given the fact that the parties will enter negotiations for a successor to the current collective bargaining agreement, together with the Interest Arbitration Award issued by the Prosper Panel, and the instant Award to be issued the Panel is of the opinion that, as the Prosper Panel wisely determined, "the parties need to further discuss such major changes in health insurance rather than have it imposed by an arbitration panel." This conclusion makes sense, particularly in light of the language set forth in Section 10.1.4. In creating the advisory health insurance committee, the parties recognized that the best outcome to any insurance issue is one that is jointly created. In reviewing the language in Section 10.1.4, the Panel notes that the composition of this committee is not limited to the City and the P.B.A., but rather wisely included all City Unions. This Panel is not aware of any discussions that occurred during the term of this Award by the advisory committee that ultimately created "alternatives" to the current health and dental insurance plans.

However, notwithstanding the foregoing conclusion reached, the Panel would not impose the PPO I plan on P.B.A. members at this time for other reasons. When reviewing the PPO I plan in the aggregate to the current indemnity plan, it is clear that such plans, while similar in coverage, are not "substantially identical" as urged by the City. This lack of identity is created by the

imposition of additional costs to be borne by P.B.A. members, most notably in the change from the current \$3.00/\$10.00 Rx plan to the proposed \$5.00/\$15.00/\$30.00 three-tiered plan. Indeed, given the potential usage of the plan as suggested by the P.B.A., it is more likely than not that any increased wage rates could be nullified by new and imposed costs to P.B.A. members as a result of a shift to the PPO I plan. The Panel is therefore of the opinion that the potential cost savings realized by the City from a shift to the PPO I plan are not substantial enough to warrant the imposition of this plan together with its inherent costs on P.B.A. members. It is therefore the judgment of this Panel that the parties make full use of Section 10.1.4 in order to seek a mutually acceptable resolution to this issue.

Following a careful and thorough analysis of all testimony, exhibits, and other documentary evidence, the Panel makes the following

#### AWARD

There shall be no change to the current Blue Cross/Blue Shield indemnity plan.

I (~~concur~~) (do not concur) with the above Award.

Date: 10/12/07



Paul S. Mayo  
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award.

Date: 10/19/07



Anthony V. Solfaro  
Employee Panel Member

**10. RETROACTIVITY AND AWARD IMPLEMENTATION**

Each employee who is on the payroll as of the date of this Award is executed by the Panel Chairperson, as well as any employee who retired during the period of this Award shall receive and be paid retroactivity on all matters Awarded as set forth herein. All retroactivity shall be paid within thirty (30) calendar days of the date the Panel Chairperson executes this Award.

Each employee receiving and being paid retroactivity, shall be provided a worksheet setting forth how the calculation(s) was made and what it represents at the time of payment. This Award shall be implemented the first (1<sup>st</sup>) full pay period following the date executed by the Panel Chairperson of the Award. The Panel shall retain jurisdiction in this matter regarding any dispute(s) that may arise.

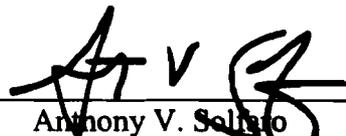
I (concur) (~~do not concur~~) with the above Award.

Date: 10/17/07

  
Paul S. Mayo  
Employer Panel Member

I (~~concur~~) (do not concur) with the above Award.

Date: 10/19/07

  
Anthony V. Soligo  
Employee Panel Member

**11. GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE**

As noted previously, the City filed objections to arbitrability in its Improper Practice Charge to the Public Employment Relations Board (PERB Case No.: U-27122) regarding the P.B.A. demand for a General Municipal Law Section 207-c Procedure.

Until the matter is adjudicated by the PERB, this Panel is not legally authorized to deliberate and rule on this demand. The Panel shall retain jurisdiction regarding this matter until such time as it

has been adjudicated by the PERB. At that time, and if the matter is determined to be an issue before this Panel, it shall address the demand.

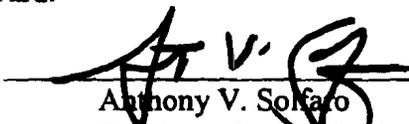
I concur (~~do not concur~~) with the above Award.

Date: 10/17/07

  
Paul S. Mayo  
Employer Panel Member

I (concur) (~~do not concur~~) with the above Award.

Date: 10/19/07

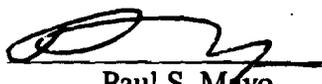
  
Anthony V. Solfraro  
Employee Panel Member

**12. OTHER ISSUES**

Finally, as noted above, those issues submitted by the parties for consideration by this Panel that are not contained in this OPINION AND AWARD were also carefully considered by the Panel, but are remanded back to the parties for further negotiations, at their option, and accordingly, no Award has been made on those issues.

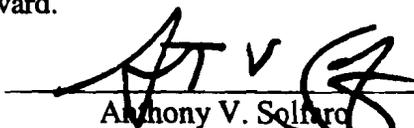
I concur (~~do not concur~~) with the above Award.

Date: 10/17/07

  
Paul S. Mayo  
Employer Panel Member

I (~~concur~~) (do not concur) with the above Award.

Date: 10/19/07

  
Anthony V. Solfraro  
Employee Panel Member

**CONCLUSION**

In conclusion, this Panel believes that the foregoing Award represents a fair and reasonable adjustment to the terms and conditions of employment contained in the expired Collective Bargaining Agreement, and is based on the record evidence and an application of all the statutory criteria noted and discussed above.