

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

N. Y. S. PUBLIC EMPLOYMENT
RELATIONS BOARD
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AUG 16 1976

CONCILIATION

In the Matter of Arbitration Between
TOWN OF MAMARONECK
and
MAMARONECK POLICE BENEVOLENT
ASSOCIATION

ARBITRATORS' FINDINGS
and
AWARD

Case No. ~~CA0092, M74-740~~

CA-0069, 175-930

APPEARANCES

For the Town of Mamaroneck:

| | |
|----------------------|---------------------|
| Joseph F. Vandernoot | Supervisor |
| John H. Hanlon | Police Commissioner |
| D.D. Geary, Jr. | Police Commissioner |

For the P.B.A.:

| | |
|------------------|--------------------|
| Arthur Le Vines | President |
| Vincent Garrison | Vice-President |
| Paul A. Munch | Treasurer |
| John P. Pfoh | Secretary |
| Michael Nardelli | Board of Directors |
| John J. McGoey | Attorney |

Before:

| | |
|-------------------------|--------------------|
| John I. Bosco, Esq. | Town Designee |
| Ralph Purdy | Police Designee |
| I. Leonard Seiler, Esq. | Impartial Chairman |

On April 28, 1976, the New York State Public Employment Relations Board having determined that a dispute continued to exist in negotiations between the Town of Mamaroneck (hereinafter referred to as the "Town") and the Mamaroneck Police Benevolent Association (hereinafter referred to as the "PBA") designated the undersigned Public Arbitration Panel (hereinafter referred to as the "Panel") pursuant to Section 209.4

of the New York Civil Service Law for the purpose of making a just and reasonable determination of this dispute. The panel then proceeded under the applicable statutes, rules and regulations to inquire into the causes and circumstances of this continued dispute and at the conclusion of its inquiry made the findings and award which follows.

A hearing was held on May 13, 1976, in the Mamaroneck Town Hall, at which time the parties were given ample opportunity to present oral and written statements of fact, supporting witnesses, and other evidence and were provided with the opportunity to argue their respective positions regarding this dispute.

The parties mutually agreed on May 13th, to submit post hearing briefs by June 2nd and reply briefs by June 16, 1976. The attorney for the PBA requested and was granted an extension until July 2, 1976, to file his reply brief. Following their receipt, the panel on July 5, 1976, officially declared the hearings closed.

The Panel met in Executive Session on July 23, 1976. After due and deliberate consideration of all of the evidence, facts, exhibits and documents presented and in accordance with the applicable criteria arrived at the Award which follows. The Panel was mindful at all times of the statutory requirements of Section 209.4 of the New York Civil Service Law such as, comparable wages, hours and conditions of employment of other employees performing similar services or requiring similar skills, financial ability of the public employer to pay and such other factors which are normally or traditionally taken into consideration. The Panel also considered the recommendations made by the factfinder in this dispute.

IN GENERAL:

1. The dispute involves the continued impasse between the Town and the PBA over a wage reopener in the second year of a two year contract. The new salary to be effective as of January 1, 1976.

2. A fact-finding report issued by Kenneth J. Finger on February 6, 1976, failed to resolve the dispute.

3. The parties at the arbitration hearing submitted for determination by the Panel the single issue : What salary increase shall be granted to the first grade patrolmen as of January 1, 1976?

4. The "position" of the parties and the Panel's "discussion" are only a summary and are not intended to be all inclusive.

Hearings, analysis of the testimony, evidence, the comprehensive post-hearing and reply briefs filed by both parties, research and study of the issue in dispute have now been concluded and the Panel after due deliberation , consideration and evaluation makes its Findings and Award in the matter in dispute, which was the only issue submitted to the Panel.

STIPULATIONS BY THE PARTIES:

1. The same percentage increase granted to the first grade patrolmen would be applied to the other categories to keep the same relative distances between the ranks.

2. The Town had the "ability to pay ." But, the Town said the taxpayers were not willing to pay more than the budget provided for they felt their taxes were high enough.

SALARY INCREASE:

Position of the Parties:

Neither party accepted the fact-finder's recommendation of a \$1200. or 8% increase commencing January 1, 1976, for the full year 1976.

The PBA sought an increase of \$2,250 or 15% and the Town offered \$500. or 3 1/3% increase.

The PBA argued that "by reason of their training, experience, the salary comparisons and risk factors of their work, that the salary demanded of \$17,225 effective January 1, 1976 is more than

fair and equitable to both parties." PBA noted "that over 40% of force are presently attending college police science courses, or have an associate or baccalurate degree" and "the average experience level of the entire force is 10½ years experience."

In support of its salary demand, PBA submitted evidence which it said showed greatly increased productivity on the part of the Town of Mamaroneck policemen, increased workload due to decrease in the size of the force, indicated that their salaries had not kept pace with those of the surrounding communities and the meaningful efforts of the Westchester Communities "to bring police salaries to a common denominator." PBA noted that "historically the Town of Mamaroneck policemen were previously paid at a higher salary level than the Village of Mamaroneck. However, within the past five years, the Village policemen enjoy a substantially higher salary. Presently, the Town of Mamaroneck policemen are being paid \$15,000. annually while the Village of Mamaroneck benchmark patrolman is presently receiving \$16,773. This condition is far from being equitable as the municipalities are contiguous and both employees doing similar work. However, the Town of Mamaroneck covers a larger area with a larger population."

In further justification of its demand, PBA called the Panel's attention to the following: "The median salary settlement in private industry for the first six months in 1975 was at 11.1%, with teachers generally receiving direct salary increases of approximately 10% as of July 1, 1975 and police receiving, ... salary increases in 1975 negotiations at the rate of 10.6% (P.E. R.B. Bulletin October 1975)".

PBA maintained that in fashioning a wage increase for 1976, consideration must first be given to the erosion in purchasing power which took place in 1975 as their salaries were established as of January 1, 1975. The C.P.I. for 1975, was 6.6%, which when added to the \$15,000 would make it \$15, 990. If the 10.6%, which P.E.R.B. indicated was the police salary increases in 1975, were granted, "The January 1, 1976 salary would be \$17,640 (\$15,990

plus 10.6%.

The Town, in turn, called the Panel's attention to the fact that in the first year of the present two-year agreement, police officers were granted a \$2,000. increase and the recent defeat of the school budget indicates the attitude of the Town's taxpayers which is not to increase taxes and the 1976 budget only provides for a maximum increase of \$500. It claimed that if the Town was required to grant a still higher wage increase it "would force the Town to borrow funds in a very high interest market and place a further burden on our taxpayers."

The Town indicated in its post-hearing brief that "the total cost to the Town of a First-Grade Patrolman...was \$24,564. in 1975 ...The \$500. increase offered by the Town would bring this figure to at least \$25,064 for 1976.

"Joint exhibit '4' showing CPI indexes indicate an average increase of 66.6% for 1975 over 1967. Town exhibit 'B' shows that the salary of a First-Grade Patrolman has increased 87% over the same period and that an increase of \$500. would bring this up to 93%. A large portion of the increase in CPI is due to clothing and insurance costs and since the Town pays over \$1,500. per man per year as shown in Town exhibit 'D' for these items the impact on the men is less than the index shows."

The Town took issue with the PBA's claims of a soaring crime rate, greater productivity, burdensome work load and that the Town of Mamaroneck police coverage is as large as suggested by them for it said "most of the northern portion of the Town is composed of 2 golf courses and a Park owned by the County."

The Town also maintained in its post-hearing brief that "While parity is not an issue in the current action the morale of Town employees is most important to the effective operation of government...CSEA employees received a 6.1% increase as agreed in the second year of a two-year contract CPI October 1974 to 1975. The Fire-fighters agreed to an increase of \$700. in negotiations for

the second year of a two-year contract." Additionally, in its reply brief the Town said "Town of Mamaroneck has just signed a contract with its Sanitation workers granting an increase of 4.3% for 1976."

Also, in its reply brief the Town argued that the Fact-Finder placed great importance on maintaining the Town's relative position with that of the Village of Ardsley and it claimed he used incorrect figures for Ardsley and had he used the correct figures he might have recommended a figure of \$15,900, or a 6% increase, for our Town patrolman."

RECOMMENDATION OF THE FACT-FINDER:

The Fact-Finder in his report determined that the Town was fiscally stable and had ample funds to pay police officers a reasonable wage increase which he recommended to be \$1,200. or 8%. He stated that said wage increase would enable the Town to maintain its approximate position amongst Westchester communities and come \$5. closer to the salaries of Village of Ardsley police officers. The Fact-Finder expressed the opinion that a two part increase, as many localities were granting, in January and July was not necessary in this instance.

DISCUSSION:

Section 209.4 of the Civil Service Law directs the public arbitration panel to "make a just and reasonable determination of the matters in dispute" and in so doing shall consider the recommendations of the Fact-Finder "and shall, so far as it deems them applicable, take into consideration the following and any other relevant circumstances:

"a. comparison of the wages, hours and conditions of employ-

ment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.

"b. the 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. such other factors which are normally or traditionally taken into consideration in the determination of wages, hours and condition of employment."

Inasmuch as public employees are prohibited by law from withholding their services (may not strike) to achieve in collective bargaining what they consider to be equitable salary increases, public employers should be morally obligated in equity to treat them fairly and, if economic conditions permit, at least grant a salary increase that will restore to their employees the purchasing power they enjoyed at the start of their last contract year.

The public employer, however, must also be cognizant of the extraordinary pressures budget increases exert on its taxpayers. Thus, the duty imposed on the public employer is to strike an equitable balance between satisfying its mission of providing adequate public safety and meeting the financial needs of its employees at a cost that does not place an undue tax burden on the taxpayers for whom the service is being provided. Additionally, to avoid future negotiating difficulties with its other unionized employees, the salary increase the Town grants to the police officers should not vary significantly from those granted the Town's other unionized employees.

The Panel has noted the Town's objection to the figures used by the Fact-Finder in his comparison of the Town of Mamaroneck and Village of Ardsley police officer salaries. However, there can be no dispute that the Westchester communities during the past two years have granted their police officers substantial salary increases and it was stipulated at the arbitration hearing that the Town had the ability but not the willingness to grant more than a \$500. increase.

In its deliberations, the Panel unanimously agreed, contrary to the opinion expressed by the Fact-Finder, that a two step increase was warranted for it would grant police officers the largest reasonable increase at the least cost and impact to the Town in 1976. Therefore, the Panel has not adopted the recommendation of the Fact-Finder.

In June 1974, the Town of Mamaroneck paid its First Grade Patrolmen \$13,000. or \$380. less than the Village of Mamaroneck paid its First Grade Patrolmen and this was increased as of January 1, 1975, to \$15,000. The Village of Mamaroneck granted its First Grade Patrolmen whose salaries as of June 1, 1974, were \$13,380. an increase to \$14,183. as of December 1, 1974; \$15,388. as of June 1, 1975; \$15,459. as of December 1, 1975 and \$16,773. as of June 1, 1976. This represents an increase of \$3,393. from June 1, 1974 to June 1, 1976.

To retain its relative position with the Village of Mamaroneck would require the Town of Mamaroneck to increase its First Grade Patrolmen's salaries in 1976 by about \$1,400. If granted in two steps of \$600. retroactive to January 1, 1976, and \$800. effective July 1, 1976, the total cost to the Town for 1976, would be \$1,000. (\$600 for 12 months and \$800. for 6 months or \$400. for the 12 months) or 6 2/3%, which is closer to the 6.1% granted the CSEA employees than was the 4.3% granted the Sanitation workers and is almost identical to the 6.6% rise in the CPI for 1975.

The foregoing proposed increase compares favorably with the pattern of increases granted by other Westchester communities to police officers whose duties are similar to those of police officers in the Town of Mamaroneck and is within the Town's ability to pay.

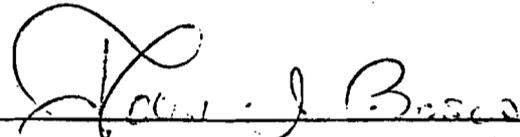
AWARD OF THE PUBLIC ARBITRATION PANEL:

1. Retroactive to January 1, 1976, First Grade Patrolmen's salaries be increased by \$600.

2. Retroactive to July 1, 1976, First Grade Patrolmen's salaries be increased by \$800.

Dated: August 12, 1976

Respectfully submitted,



John I. Bosco (I concur)



Ralph Purdy (I concur)



I. Leonard Seiler, Chairman

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

On this 30 day of August, 1976, before me personally came and appeared John I. Bosco to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.



CAROLE GAUTIERI
Notary Public, State of N.Y.
No. 00-0472825
Qualified in Westchester Co.
Term Expires March 17 1978

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:

On this ^{6th} day of August, 1976, before me personally came and appeared Ralph Purdy to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Brian M. Lucyk

BRIAN M. LUCYK
Notary Public, State of New York
No. 01-26179-7
Certificate Filed in Westchester County,
Commission Expires March 30, 1977

STATE OF NEW YORK)
COUNTY OF ROCKLAND) ss:

On this ^{7th} day of August, 1976, before me personally came and appeared I. Leonard Seiler to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Seymour Leichter

SEYMOUR LEICHTER
NOTARY PUBLIC, State of New York
No. 44-7481550 Qualified in Rockland Co.
Commission Expires March 30, 1978