

PUBLIC EMPLOYMENT RELATIONS BOARD

1A77-049

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 In the Matter of the Arbitration
 Between
 VILLAGE OF MONROE
 and
 ORANGE COUNTY POLICE BENEVOLENT
 ASSOCIATION
 -----X

: Case No. IA-37; M77-686

: OPINION

: AND

: AWARD
 P.E.R.S. PUBLIC EMPLOYMENT
 RELATIONS BOARD
RECEIVED

JUL 24 1978

The parties are signatories to a collective **CONCILIATION** agreement which ran from June 1, 1976 through May 31, 1978. They have been unable to agree on a salary increase for the second year and, pursuant to Civil Service Law and the rules and regulations of the Public Employment Relations Board, a public arbitration panel was selected. The members of the panel are John T. Dominick, PBA Representative, William Trimble, Village Representative, and the undersigned Chairman appointed from a Public Employment Relations Board list. The opinions expressed herein are mine, and concurrence by a majority of the panel constitutes acceptance of the award only.

Appearances:

Village: Albert Mishkin, Esq.

PBA : Bernard E. Davis, Esq.

Two issues were presented for the panel's consideration and determination: what the increase shall be and when it shall be effective. Hearings were held on May 5 and May 19, 1978 at which time the parties were given full opportunity to present evidence, argument and testimony in support of their respective positions. They waived a stenographic record of the hearings.

The contract provides:

24.1 The terms of this Agreement shall be from June 1, 1976 through May 31, 1978 with the sole reservation that either party may reopen for discussion the salary and increment provisions of this Agreement for the second year.

The PBA proposes an eight (8%) percent increase as of June 1, 1977, the anniversary date of the contract. The Village proposes a three (3%) percent increase as of November 1, 1977. For 1977-1978 a blue collar unit was granted a five (5%) percent increase by the Village. With this 5% increase the PBA notes the following inequity: new employees of the Police Department receive 25.7% less per hour than an unskilled mechanic, 15.8% less than an operator, and 5.9% less than a laborer. Inequities such as this, per the PBA, have existed over the years and its extent is striking when the

fact is noted that the hourly starting salary for an officer today equals the mechanic's 1973 rate.

The PBA contends that the uniqueness of police work - inter alia its dangers, its strains on family life, its professionalism, its shift work and twenty-four hour on duty requirements, court appearances, school attendance - warrant, particularly in view of the intra-Village inequity, more than the 8%. This is evident when comparative examination of police salaries with the increase in the cost of living over a ten year period shows that the Village officers have not increased their purchasing power during that period.

The 8% it requests approximates an additional \$8,825 over the present base salary. The Village has accumulated a two year \$100,000 surplus, and the request is reasonable in view of this. If there was no ability to pay, how then could the Village have paid the 5% to the blue collar unit. The ability to pay its demand is there, the PBA contends.

The Village feels that the PBA's comparative wage analysis is not related to reality. The 1971 probationary employee would by June 1, 1977, with a \$6,108 increase through the incremental steps, be earning substantially more than blue collar employees. In addition, the

police officer has been the beneficiary of substantial fringe benefit gains.

Village police officers are not functioning in big city, higher crime areas. Hazard is practically non-existent, and family stress is not reflected in divorce rate, the Village notes. For court attendance, there is a minimum guarantee of three hours pay at time and one-half; only Academy attendance is required of policemen for which they are paid; other Village employees also work shifts, and the highway and water employees are also on-call twenty-four hours a day.

In comparison to other village police departments, the Monroe officers have done well in regard to salary and fringes. It is unrealistic, in the Village's opinion, to trace the cost of living over ten years, when the Police Department is largely new in terms of personnel with few if any of the employees having such tenure. Cost of living is a problem for Village residents too, who are being asked to finance additional costs.

Village residents pay close to the highest tax rate in Orange County. Their water rate has doubled and a substantial increase in sewerage rent is anticipated

with the new affiliation to Orange County sewer system. The \$100,00 surplus for fiscal year 1977-1978 was accumulated over a two year period. Part of that surplus is attributable to 1976-1977. The Village notes that the accumulation is due to deferred spending for maintenance, and improvements. These improvements must now be made.

DISCUSSION

Probation officers start at \$9,481, receive \$9,748 after six months, progress through steps and after six years of service earn \$12,608. In total there are eight salary steps for a patrolman. Sergeants and desk officers are also included in the salary schedule.

The Village of Greenwood Lake has five steps; the Village of Washingtonville has eleven steps; Warwick has eight; Goshen has nine. The 1976-1977 Monroe salaries compare favorably with the 1977-1978 salaries of the other villages. At each step through the sixth year of service Monroe policemen's salaries exceed those of the other villages. Whether the salaries in these villages reflect negotiated increases for 1977-1978 was not ascertained, but there is no reason to believe that the same relation-

ship will not continue after the Monroe officers are granted their increases for that period. The evidence submitted shows that the fringe benefits at Monroe compare more than favorably with those granted by these villages.

The Monroe tax rate is higher than Greenwood Lake and Washingtonville, but lower than Warwick and Goshen, the County seat with tax free government buildings. The Village has increased its tax rate by ninety-five cents per thousand, and this must be considered in addition to other anticipated increased costs to Village residents in considering the PBA's 8% request.

I find no inequity based on a comparison of police salaries with blue collar employees. The PBA's analysis fails to consider the automatic service increments in its salary structure. These increments come with service whereas the blue collar employees have one scale. To analyze in terms of extremes is not to analyze the norm. Examination of salaries earned and a comparison of the salary structures reveals no inherent inequities in police pay.

By the very nature of the job, policeman salaries should be pegged at higher rates than blue collar

employees. (An exception may exist for the crafts.) Their police commitment is to law enforcement on a twenty-four hour basis. Whether the Village be a peaceful community or not, police work potentially involves more hazards than that of other employees. Unless there are inequities which compel a greater increase to members of other units, policeman increases, in my opinion, should at minimum be no less than increases given other employees. No compelling reason for giving the blue collar employees a greater increase than offered the PBA was presented at the arbitration hearings.

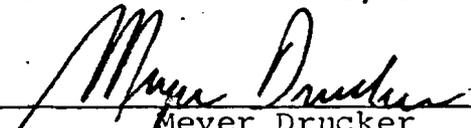
From May 1976 to May 1977, the Consumer Price Index rose 5.5%. A 5% increase meets the increased costs reflected in the index. This was the increase given to other employees, and there is no indication that the Village cannot afford granting this to its police officers. No testimony was adduced regarding the actual allocation of the \$100,000 surplus, and in the light of this surplus it would be inequitable to deny police officers the 5%. The only question remaining for consideration is when this increase shall be effective.

My award shall grant 5% as of June 1, 1977.
 The proposed November 1, 1977 date is based on perception of bad faith by the PBA for allegedly protracting the negotiations. The PBA, for its part, claims that the Village was responsible for the extended time involved in attempting to resolve the wage reopener. Hopefully, with this award claim and counter-claim will be put to rest. Punishing the other party is not conducive to harmonious labor relations, and no good purpose will be served in rendering an award in that spirit.

A W A R D

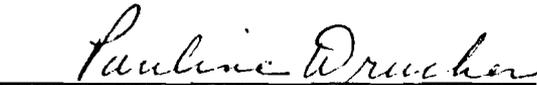
Salaries in the salary schedule shall be increased by five (5%) percent retroactive to June 1, 1977.

June 19, 1978


 Meyer Drucker
 Chairman, Arbitration Panel

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

On this 19th day of June 1978 before me personally appeared Meyer Drucker, to me known and known to me to be the individual described herein and he acknowledged to me that he executed the foregoing instrument.


 Notary Public

PAULINE DRUCKER
 Notary Public, State of New York
 No. 41-4513612
 Qualified in Queens County
 Cert. filed in Queens County
 Commission Expires March 30, 1979



MONROE POLICE BENEVOLENT ASSOCIATION

104 STAGE ROAD
MONROE, NEW YORK 10950



AREA CODE 914
782-8644

June 25, 1978

In the Matter of the Arbitration Case No. IA-37; M77-686

Between

VILLAGE OF MONROE
and
ORANGE COUNTY POLICE BENEVOLENT
ASSOCIATION

In regards to the Salaries in the salary schedule shall be increased
by five (5%) percent retroactive to June 1, 1977



JOHN T. DOMINICK
O.C.P.B.A. Representative

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

On this 26th day of June 1978 before me personally appeared John T. Dominick, to me known and known to me to be the individual described herein and he acknowledged to me that he executed the foregoing instrument.

NOTARY PUBLIC 