

State of New York Public Employment Relations Board

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IN THE MATTER OF INTEREST ARBITRATION :  
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 between :  
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 CITY OF MOUNT VERNON :  
 :  
 and :  
 :  
 POLICE ASSOCIATION OF THE CITY OF :  
 :  
 MOUNT VERNON, INC. :  
 PERB Case No. IA-613 :  
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Before  
PUBLIC ARBITRATION PANEL  
Herbert L. Marx, Jr.  
Public Panel Member  
and Chairman  
John P. Henry  
Employee Organization  
Panel Member  
Terence M. O'Neil  
Employee Panel Member

June 4, 1979

APPEARANCES

For the City:

Bruce R. Millman, Esq.  
Rains, Pogrebin & Scher  
Howard Nielsen  
Chief Accountant

For the PBA:

Reynold A. Mauro, Esq.  
Hartman & Lerner  
Edward J. Fennell  
Municipal Finance Consultant  
William Cooke, President  
Robert Carmen, Treasurer  
Fred Cioffi, Member

## I N T R O D U C T I O N

This matter was heard and resolved as directed by the State of New York Public Employment Relations Board on the terms of statutory provisions applicable to compulsory interest arbitration pursuant to Civil Service Law, Section 209.4, as amended. At issue are the terms of a new collective bargaining agreement (the "Agreement") to be effective as of January 1, 1978, between the City of Mount Vernon, Westchester County, New York (the "City") and the Police Association of the City of Mount Vernon, Inc. (the "PBA"). The Agreement is to supercede the previous collective bargaining agreement in effect from January 1, 1977, through December 31, 1977.

Under required procedure, a three-person public arbitration panel (the "Panel") was designated to hear the dispute and render an award. After due notice, hearings were held on November 2, 1978; November 21, 1978; and February 2, 1979. Representatives of the City and the PBA waived the right to a stenographic record of the proceedings. The parties were offered full opportunity to present evidence and argument and to examine and cross-examine witnesses. The parties filed post-hearing briefs in timely fashion on March 30, 1979, after which the Panel declared the hearings closed. The Panel met in executive session on April 12, 1979.

The PBA and the City each presented to the Panel a number of proposed changes to be included in the Agreement. All of

these were considered individually and as they related to each other in the determination of the terms of a continuing bargaining relationship.

The collective bargaining unit consists of two Captains, 10 Lieutenants, 14 Sergeants, 144 Patrolmen, and two Jailers.

In addition to and as part of arguments by the parties, the Panel gave due consideration to the following factors, as they may be applicable, in reaching their determinations:

A. comparison of the wages, hours and conditions of employment 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. 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.

#### FINDINGS OF PANEL CHAIRMAN

Based on the presentations of the parties, the Chairman makes the following findings on the statutory criteria listed above, as they apply in particular to the City of Mount Vernon and the Police Association of Mount Vernon:

A. Properly included in comparison of wages, hours and conditions of employment for the PBA are those related to other

employees of the City and to public safety employees in general. Greatest weight is given to a comparison with police officers of two Westchester cities of similar size and situation -- New Rochelle and White Plains. The three cities compare as follows:

	<u>Size of Police Force</u>	<u>Population</u>
Mount Vernon	172	72,778
New Rochelle	180	75,385
White Plains	201	50,125

Numerous previous Fact-Finders and Interest Arbitration Panels in the three localities have reached the same conclusion as to appropriate comparability.

B. The interests and welfare of the public obviously rest in the maintenance of an effective police force, suitably compensated for their hazardous service, but with wages, hours and working conditions sufficiently related to other employees of the City so as not to create unreasonable or unjustified inequities among all the City employees. The Panel heard extensive testimony as to the financial difficulties of the City to maintain its essential services and its limited capacity to improve the compensation for its employees. This included an analysis of the City's tax base and tax rates, past and present City Budgets, and the state of the fiscal health of the City. Both the PBA and the City offered the Panel detailed arguments on these points.

The Chairman concludes that Mount Vernon, in common with many other communities and in some aspects more severely so, is in a "tight" financial situation, and its citizens carry a heavy tax burden. Nevertheless, the ability of the City to pay leaves room for reasonable improvements in the compensation and benefit status of its police force in line with current economic conditions affecting all employees. Indeed, the City (and the separately governed Board of Education) have already reached this conclusion in reference to other City and Board of Education employees.

C. The Panel takes due note of the particular hazards and qualifications required of public safety officers.

D. The terms of previous collective bargaining agreements between the City and the PBA, especially the most recent one for 1977, are highly relevant in determining to what degree further changes -- as proposed by either party -- are desirable and/or necessary for the new Agreement.

E. The Panel also took into consideration the general economic state, under which all wage earners find their real-dollar income eroded by a constantly rising cost of living. While there can be serious debate as to the proportionate share of the inflationary burden which must be borne by the employer and the employee, there can be no doubt that this factor requires serious attention in determining new levels of pay.

#### THE ISSUES

##### I. LENGTH OF AGREEMENT

The PBA seeks a one-year agreement, while the City prefers

a two-year agreement. The previous agreement covered the year 1977. Through the extensive negotiations process, 16 months has already passed. A one-year agreement, covering a period already fully in the past, would not serve the best interests of the continuing relationship between the parties. The Panel will determine that a two-year agreement is appropriate, noting that this involves the early commencement of bargaining for a further agreement for 1980 and beyond.

## II. WAGES

The wage rate for First Grade Patrolmen, effective January 1, 1977, is \$16,550. For New Rochelle, the comparable figure is reported as \$16,617. For White Plains, the figure is \$17,005, although this level is effective through June 1978, and therefore subject to change six months later than Mount Vernon. New agreements for New Rochelle and White Plains have not yet been determined.

A review of those settlements reached for comparable municipal employees generally shows annual increase in salary in the range of five to six per cent.

The Panel's award as to wages will reflect that fact that close to three-quarters of the new Agreement period has already passed. It is also noted that a substantial number of employees in the bargaining unit will also receive incremental increases based on years of service.

## III. HOLIDAYS

The employees currently receive pay for ten holidays per year. The number of holidays provided in police contracts in

nearby communities is in the 11-12 range. The PBA seeks two additional days of holiday pay, while the City seeks to leave the present level undisturbed. To meet reasonable comparability and in view of the City's financial position, the Panel will award one additional holiday.

#### IV. OVERTIME PAY

The PBA seeks to have all overtime work compensated at the rate of time and one-half pay. It justifies its proposal by pointing out the wide predominance of such arrangements elsewhere. The City defends its opposition to such a change (as compared to compensatory time off or straight time pay) by pointing to the financial burden this would impose at a time when the City can ill afford it.

In reaching its determination, the Panel notes that the record shows that the parties made substantial changes in the overtime pay provisions in the 1977 agreement and that such improvements for the PBA have been in effect for only a brief period. There is, however, a case for further improvement. The Panel will recognize this in its award, which will include further steps forward for police officer pay. Expense to the City is, of course, determined by the amount of overtime work which its police administrators may authorize.

The Panel believes it would be unreasonable to impose this change retroactively, however, and will make its award in this respect effective on May 1, 1979.

#### V. CLOTHING ALLOWANCE

The general rise in prices warrants some improvement in

the uniform clothing allowance for initial purchase.

#### VI. OTHER PROPOSALS

The Panel has considered all other proposals made by the PBA and the City, and the responses of the parties thereto. It is the determination of the Panel that the new agreement should include only the five categories of changes discussed above, and that all other proposals should not be part of the new agreement.

### A W A R D

I. LENGTH OF AGREEMENT: There shall be a new collective bargaining agreement to be effective from January 1, 1978, through December 31, 1979.

#### II. WAGES

A. Effective January 1, 1978, the wages rates in Article III of the 1977 agreement shall be increased by \$1,000.

B. Effective July 1, 1979, the January 1, 1978, wage rates shall be increased by \$1,000.

C. Notwithstanding the above, Jailers or Patrolmen hired subsequent to December 31, 1976, shall be placed on a salary schedule with a starting rate of \$12,250. The First Grade rates for Patrolmen and Step 4 for Jailers shall be the same as the First Grade or Step 4 rates for employees hired prior to December 31, 1976. The rates for the Second through Fourth Grades for Patrolmen (Step 1 through Step 3 for Jailers) shall be determined by providing equal increases between the probationary rate (\$12,250) and the First Grade or Step 4 rates.

III. HOLIDAYS: Effective January 1, 1979, Article V (HOLIDAYS) shall be amended as follows:

Section A shall provide for eleven paid holidays instead of 10 paid holidays.

Section B shall be changed to provide for the payment of six rather than five holidays in the last pay period of December.

Section C shall be deleted and the following language substituted: "Paid holidays shall accrue on the basis of one (1) paid holiday per month excluding January."

IV. OVERTIME PAY: Effective May 1, 1979, Article IV (OVERTIME) shall be changed as follows:

Section B (1) shall read as follows:

"Extended Tour - The first hours of holdover time shall be reimbursed by compensatory time off, except that if four or more consecutive hours of holdover time is worked, the first hour shall be paid at straight time.

For holdover time beyond one hour and up to and including four hours, straight time pay shall be paid.

For holdover time beyond four hours and up to and including eight hours, time-and-one-half pay shall be paid.

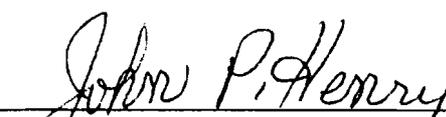
Any additional hours beyond the eight hours shall be reimbursed by compensatory time off.

Section B (4) shall be amended by adding:

Except as provided in Section B (2), officers called in on their day off will be paid at the rate of time and one-half for those hours worked.

V. CLOTHING ALLOWANCE: Article VI shall be amended by retaining the present language and adding the following,



  
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JOHN P. HENRY  
Employee Organization  
Panel Member

STATE OF NEW YORK )  
COUNTY OF ~~Westchester~~ ) ss:

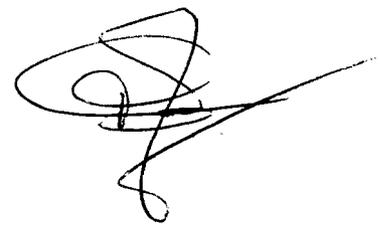
On this 30<sup>th</sup> day of May 1979, before me personally came and appeared John P. Henry, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that executed the same.

  
MARGARET MIGLIORE  
Notary Public, State of New York  
No. 00-4502190  
Qualified in Westchester County  
Commission Expires March 30, 1981

  
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TERENCE M. O'NEIL, ESQ.  
Employer Panel Member

STATE OF NEW YORK )  
COUNTY OF ~~New York~~ ) ss:

On this 1<sup>st</sup> day of June 1979, before me personally came and appeared Terence M. O'Neil, 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 executed the same.

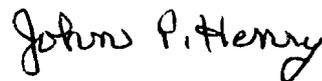


Dissenting Opinion  
John P Henry  
Employee Association Panel Member

The Employee Association Panel Member dissents on all issues contained in the Public Arbitration Panel Award in P.E.R.B., Case No. 1A-65, between the City of Mount Vernon and the Police Association of the City of Mount Vernon, Inc.

Despite the fact that evidence was produced by the Association during the Arbitration Hearings that the City of Mount Vernon has the ability to pay the members of the bargaining unit salaries and benefits equal to other police departments in Westchester County and despite the fact that the Association also submitted evidence at the Arbitration Hearings that the members of the bargaining unit received considerably less in salary and benefits than other police departments in Westchester County the Award of the Public Arbitration Panel does not on the majority vote of the Chairman and the Employer Panel Member reflect on fair and reasonable Arbitration Award which was based on the evidence submitted by the Association at the Arbitration Hearings.

Therefore, I must respectfully dissent from the majority vote of the Public Arbitration Panel on all issues.



John P Henry  
Employee Organization  
Panel Member

JPH:jc