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In the Matter of the Arbitration Between

City of Geneva
and
Aeneas McDonald Police Benevolent Association

CONCILIATION
Case #IA-89,M78-517
Public Arbitration
Panel
Determination & Award

Pursuant to Section 209.4 of the New York State Civil Service Law, the Public Employment Relations Board appointed a Public Arbitration Panel, consisting of Robert R. France, Public Panel Member and Chairman; Orville Over, Employer Panel Member; and Gary Van Son, Employee Organization Panel Member, to make a just and reasonable determination of the issues in dispute between the City of Geneva, hereinafter referred to as the City, and the Aeneas McDonald Police Benevolent Association, hereinafter referred to as Association. Hearings were held at the Geneva City Hall on March 16, 1979. Appearing for the Association were Pat V. Dinolfo, Attorney, and the following witness: Edward Fennel, Municipal Finance Consultant. For the City, Barry R. Whitman and Philip R. Fileri, Attorneys, and the following witness appeared: Herman J. Carrow, Chief of Police. All witnesses were sworn and the Arbitration Panel executed the oath of office for arbitrators prescribed by the State of New York.

After the hearing, the Panel met in executive session on April 9, 1979 and May 16, 1979. At the hearings on March 16, 1979, the Panel reaffirmed the decision of the Chairman to conduct the hearing as a closed session, barring the admission of the media and public, on the grounds that the potential for voluntary resolution of any issue in dispute would be diminished by the presence of others than the parties and that the determination of the Panel, including the position of the parties and the reasoning of the Panel, would be made public.

Association Position

The Association's position on the issues in dispute may be summarized briefly as follows:

1. Salaries

Salaries should be increased 15 per cent. Geneva falls within District 12 of the Police Conference of New York. Of the 11 municipalities in that District, Geneva stands ninth. The Police officer's salary would have to be raised 17.5 per cent to come up to the 1978 average for the District, and the Sergeant's salary would have to be increased 16.5 per cent to come up to the average. Geneva Police salaries would have to be increased 34.5 per cent to come up to the average for the 1978 level of \$13,021 to reach the average salary of blue collar workers in such private firms in the locality as the American Can Company, RC&E, and the United Parcel Service and in the Geneva Post Office.

Over the past decade salaries of Geneva Police Officers have barely kept up with the cost-of-living increases. With 9 per cent inflation over the past year, a 15 per cent salary rise would provide only a 6 per cent increase in the real standard of living over the past decade.

The City can afford a 15 per cent increase in salaries. It is well within the real estate tax limitations imposed by the State constitution, and its sales tax revenues have risen in the past and can be counted upon to rise in the future.

Moreover, the productivity of the Police force has steadily risen over the years. From 1972 to 1977, the number of service calls have more than doubled, while the force has remained unchanged.

2. Retirement Plan

The City should provide coverage under the 20-year retirement Plan, Section 384-d, rather than the 25-year plan, Section 384-f, now in existence. The 20-year plan is clearly the pattern for police officers in the State. Over half the police officers in the municipalities cited by the City as comparable are covered by 384-d. In the District 12, 91 per cent of the officers are covered by 384-d.

Moreover, over the long run, the next 20 years, Section 384-d would save the City money by encouraging officers to retire five years earlier. The earlier retirement would result in savings from higher pay employees being replaced sooner by younger, lower paid employees (longevity pay, step increases, vacation pay) and by employees who would come under Tier II instead of Tier I of the pension plan.

The 20-year plan is justifiable. The police officer works under great stress and potential physical violence. Twenty years is as long as a person should be expected to endure such stress, and a younger person is more capable of dealing with physical violence than a person over 40.

3. Longevity Pay

The maximum for longevity pay should be increased from \$700 to \$1,000, and the amount of pay should be increased annually rather than at five-year intervals. The proposed increase would bring the Geneva longevity schedules up to those in Monroe County.

4. Holidays

Work performed on Christmas, New Year's and Easter should be paid at double time and one-half to compensate for the hardship

of working on these three traditionally family holidays.

5. Personal Leave

Personal leave should be permitted to be taken in segments of an hour or more to permit officers with upcoming court time the opportunity for a short rest period. In addition, personal leave allowance should be increased from two to five days per year. While the Geneva police force are not in an inferior position to other forces in the area with regard to personal days they do have a substantially fewer days off per year than most others because they work a schedule of 5 days on and 2 off, rather than a schedule of 4 days on and 2 off as do many of the other municipalities in the area.

6. Vacation

An additional week of vacation should be granted for the same reason as given in 5, above.

7. Bereavement Leave

All bereavement Leave should be 3 days, and cousins should be added to the relations covered. The distinction between immediate family and more distant relatives is artificial when speaking of such close relatives as aunt, uncle, in-laws, etc., the grief at the loss of such relatives and the arrangements the officer is called upon to make justify a three-day bereavement leave for this group also.

8. Association Business

The current agreement provides for time off with pay for two delegates to attend official meetings of the Police Benevolent Association, a total of eight man-days of paid leave. These eight days should also be useable for Police Conference of New York functions. In addition, the Association should be given one day per month of paid time to permit the President

or his designee to attend to PBA business. This addition would promote better relations between the City and the Association by allowing time for meetings on cooperative relations with the employer and educational seminars on labor relations and regulations.

9. Article XXI

This Article should be modified to eliminate the implication that the employer can change work methods during the life of the contract unilaterally. The new language should clearly provide for such changes only under emergency conditions and only for the duration of the emergency.

10. Continuity and Retroactivity

The 1979 Agreement should provide that if the parties have not agreed to a new contract at its expiration, its terms and conditions should continue until a new contract is effected. In addition, provision should be made for all changes in the successor contract to be retroactive to the expiration date of the 1979 Agreement. In fact, these proposals merely incorporate the past practice of the parties. The police officers should not be without the protection of the Agreement while negotiations continue.

11. Sick Leave

The City's proposal that a maximum amount of sick leave accrual be established should be denied. Rather, the Agreement should contain a specific recognition of the right of employees to accrue sick leave at the present rate for unlimited amounts. There is no evidence that the officers have abused sick leave, and if an officer is ill and cannot work he should have the full leave he has accrued over the years.

City Position

The City's position on the issues in dispute may be summarized briefly as follows:

1. Salaries

The comparisons of salaries submitted by the Association are not valid. The economic conditions of Geneva, an agricultural and recreational services area, are inferior to the towns of Monroe County surrounding the City of Rochester, which are essentially metropolitan with substantially higher per capita income and property values. If salaries of Geneva are compared with similar, rural areas, they come out near the top. For example, of 11 cities and villages in the area with populations ranging from 10,000 to 25,000, comparable to Geneva (ca. 16,000), only four have a higher final step than Geneva, and only three, if top longevity is added.

Moreover, all other City of Geneva employees have voluntarily accepted a 6 per cent increase in salaries for 1978. There is no justification for special treatment of the police.

The data for private employers cited by the Association emphasized only a few large corporations. If local employers such as the colleges and hospitals are considered, the Geneva police compare favorably.

2. Retirement

The 384-f retirement plan now in effect is comparable to the plans of 7 cities and two villages in the area with populations comparable to Geneva (10,000 to 20,000). Of that group only two, Batavia and Cortland, have the 384-d plan.

The imposition of 384-d would increase the cost to the City by \$28,676 in 1978, or 18.4 per cent, and over a five-year

period, the cost would be \$132,566 higher under 384-d than under 384-f. While savings would come from earlier retirements, over the first five years only 5 officers would reach 20 years service and over the following five years none would reach 20 years service. Thus, the savings would be modest, and the net increase in costs would be as described above. Because the City's force is composed predominantly of relatively young Tier I employees, the savings come only in the distant future.

Moreover, the Association has overstated the savings by adding a separate amount for vacations, which are part of the regular annual pay and by computing the savings for Sergeants retiring as the difference between a starting officers pay and the Sergeants pay. The Sergeant would be replaced by a senior officer, whose pay would have to be increased. In addition, the City values the experience and no-how of its long-service officers and is not eager to replace them by new inexperienced officers.

3. Longevity Pay

The City's longevity pay compares favorably with other municipalities of similar size and economic conditions. Moreover, the same longevity schedule holds for all City employees and to change for one group would be disruptive to employee relations in the City.

4. Holidays, 5. Personal Leave, 6. Vacations, and 7. Bereavement Leave

The holiday, bereavement leave, personal leave, and vacation provisions contained in the current Agreement compare favorably with other municipalities in the area. Moreover, additional personal leave, or the use of personal leave in segments of

one hour would make daily manning scheduling difficult.

8. Association Business

The time off for Association business is adequate for a bargaining unit of the size involved. Moreover, it compares favorably with other municipalities in the area.

9. Article XXI

The parties agreed to this Article in good faith. The City does not agree that the Chief should be limited to making changes in working methods only in emergencies. Moreover, the Public Employment Relations Board's rulings have sharply limited the right of the employer to take unilateral action.

10. Continuity and Retroactivity

In this demand, the Association is attempting to overturn the 1977 decision of the New York Court of Appeals that a public employer need not pay automatic annual salary increments provided in an expired Agreement. Moreover, the requirement of retroactivity reduces the flexibility of the parties.

11. Sick Leave

Virtually every public employer in the area places some limitations on the amount of sick leave which may be accumulated. Some reasonable limitation should be placed on the accumulation of sick leave in order to avoid exposing the City to an excessive liability.

Opinion and Award

In ruling on the issues in dispute listed below, the Panel has followed the guidelines set forth in the Civil Service Law, Section 209.4 (v), which provides that the Panel make a just and reasonable determination, based on four categories of factors: (1) Comparability, (2) the interest and welfare of the public and the financial ability of the public employer to pay, (3) comparisons of the special aspects of the occupations in question, and (4) the

terms of collective agreement negotiated by the parties in the past.

1. Salaries

The Panel determines that the maximum salary of police officers shall be raised from its present \$13,021 to \$13,900, an increase of \$879. That same increase shall be added to the first three steps of the pay schedule. The maximum pay of Sargeants shall be increased from \$14,271 to \$15,220, a raise of \$949. The same increase shall be added to the first three steps of the Sargeant's pay schedule.

In arriving at their determination, the Panel has found that the reasonable comparisons for salaries are the 10 non-metropolitan cities and villages of comparable size in similar economic conditions as contrasted to the Monroe County communities. (Batavia, Canandaigua, Corning, Cortland, Fulton, Glens Falls, Oneonta, Oswego, Johnson City, Newark.) Salary increases for 1979 in the comparable cities have ranged from 5.5 per cent to 8.4 per cent with nearly all of them falling between 5.9 per cent and 7.5 per cent. The increase proposed here follows that pattern. The increase therefore maintains the relative position of Geneva salaries among the other communities in the area.

The increase is compatible with the interest and welfare of the public by providing a reasonable rate of pay for the police force while not exceeding the ability of the public employer to pay. In the case at hand, the constitutional limit of the employer's taxing ability does not prohibit the employer from raising taxes if that becomes necessary in the future, and there is no evidence that the tax burden in Geneva is more onerous

than in comparable cities in the area.

Because the increase is comparable to the increase of other Geneva municipal employees, it considers the special requirements of the police officers' job by preserving his relative pay position among other employees thereby conserving the pay differentials negotiated over time by the parties themselves to allow for the occupational differences among City employees.

The increase above is comparable to the increases negotiated by the parties in past agreements under similar conditions.

2. Retirement

The retirement plan shall remain unchanged.

In reaching this determination the Panel has considered the retirement plans of comparable municipalities. Of the 10 cities and villages of comparable size in the area, only two, Batavia and Corning, have the 20-year retirement plan. The Associations argument that even in the area a majority of police officers are covered by the 20-year plan is based on including three larger cities with much larger forces than Geneva, (Binghamton, Elmira and Ithaca). As indicated earlier, the Panel does not believe that the metropolitan communities of Monroe County are proper comparisons for Geneva, nor are data for the State as a whole, which are heavily weighted by larger cities and metropolitan communities.

It is true that some salary savings would be realized in the future because of the earlier retirement of officers under the 20-year plan and their replacement by new, lower paid officers. However, those savings would be realized only in the distant future, and if any account is taken of interest costs, the present value of the savings, as compared to the immediate,

larger increase in retirement costs for the 20-year plan would be greatly reduced. Moreover, the Association's analysis of the future cost savings took no account of the turnover costs of replacements nor of the reduced quality of police protection resulting from the replacement of experienced senior officers by new recruits.

In the Panel's opinion, both the public interest and welfare and the special requirements of the occupation are met by the 25-year retirement plan. Retirement in the late forties make some allowance for the physical demands and for the stress of police work. Moreover, the experienced officer may be able to handle situations in a way to avoid the need for physical strength. In addition, the public has the benefit of the experienced officer's knowledge and ability for five years longer than under the 20-year retirement.

3. Longevity and 6. Vacation

The Panel determines that there is no reason for changing the longevity pay or vacation benefits. The provisions of the 1978 Agreement compare favorably with comparable communities in the area.

4. Holidays

Officers who must work on Christmas, New Years Day, and Easter, shall be paid a time and one-half of their regular pay for the hours they work. This arrangement shall in no way affect the right of employees to elect 6 holidays to be credited by pay as provided in the 1978 Agreement. In reaching its decision the Panel has found reasonable and just the Association's argument that some premium pay is due officers who cannot enjoy these holidays with their families. The Panel recognizes that police work must continue every day and that police schedules must reflect that fact. The premium pay for those three holidays is meant to

compensate in part for the hardships of such schedule requirements.

6. Personal Leave

Personal leave shall be increased from 2 to 3 days. The scheduling of personal leave in segments of less than a day creates difficulty in scheduling in a police force of the size of Geneva's. Consequently, it would not be reasonable to accept the Association's proposal. The additional day of leave, however, will compensate somewhat for the requirement of court appearances after working a night shift.

7. Bereavement Leave

Brother-in-law and sister-in-law shall be included as immediate family for bereavement leave. First cousins shall be added to the relatives for whom one-day of bereavement leave is provided. In the Panel's opinion it is reasonable to include brother-in-law and sister-in-law in the same group as mother-in-law and father-in-law. The latter two already are defined by the parties as immediate family. Similarly, the death of a first cousin is as likely to require attendance at a funeral or assistance as is the death of a nephew or niece, which already is covered by the parties Agreement.

8. Association Business

The Panel finds no reasonable basis for increasing the amount of time off for Association business paid for by the City. It does seem reasonable, however, to permit the eight days now provided to be used for Police Conference of New York functions as well as for Association conferences.

9. Article XXI

In view of the rulings of the Public Employment Relations Board limiting the right of employers to change working conditions

unilaterally, the Panel finds no reasonable basis for changing Article XXI, under which the parties have operated without serious problems for some years.

10. Continuity and Retroactivity

Because the State prohibits the police from striking, some protection of their rights is required when an Agreement expires. The Public Employment Relations Board and the State courts have provided that protection, however, in rulings that, with some specific exceptions, the public employer must observe the terms and conditions of the expired Agreement. Those rulings, in essence, maintain the status quo, which seems reasonable at the time of an impasse. Consequently, the Panel finds no need for a continuation clause in the Agreement.

Because the State prohibits strikes by police, there also is justification for retroactivity. To require retroactivity in the Agreement, however, introduces an unnecessary element of inflexibility. It is quite possible that either party might prefer a settlement which, say, provides for higher pay increases beginning some time after the expiration of the old Agreement to a settlement which provides a lower pay increase retroactive to the expiration date of the old Agreement.

11. Sick Leave

The Panel finds no reasonable basis for establishing a limit to the number of sick leave days an employee may accrue. There is no evidence that the police have been abusing sick leave benefits. Moreover, setting a limit on the number of sick leave days that can be accrued may provide an incentive for individuals to use sick leave days unnecessarily as they approach the maximum accrual. While the unlimited accrual of sick leave days may mean an occasional large liability for the City, it is

by no means clear that the total sick days paid for by the Cit,
will be greater under an unlimited accrual policy than under a
limitation.

Consistent with the reasoning cited in item 10 above, all changes in the
Agreement shall be effective January 1, 1979.

Robert R. France

ROBERT R. FRANCE, Public Panel
Member and Chairman

May 16, 1979
Rochester, New York
County of Monroe

On the 16th day of May, 1979, before me personally came and appeared
ROBERT R. FRANCE, to me known and known to me to be the person who
executed the same.

Ruth D. Irwin

NOTARY PUBLIC

RUTH D. IRWIN
Notary Public State of N.Y. Ontario County

My Commission Expires 11/30/1980
Orville Over

ORVILLE OVER, Employer Panel Member

May 16, 1979
County of Monroe

On the 16th day of May, 1979 before me personally came and
appeared ORVILLE OVER, to me known and known to me to be the person
who executed the same.

Karen M. Kridel

NOTARY PUBLIC

KAREN M. KRIDEL
NOTARY PUBLIC, State of N.Y., Monroe Co.
My Commission Expires March 30, 1982

Gary Van Son

GARY VAN SON, Employee Organization
Panel Member

May 16, 1979
County of Monroe

On the 16th day of May, 1979, before me personally came and
appeared GARY VAN SON, to me known and known to me to be the person
who executed the same.

Karen M. Kridel

NOTARY PUBLIC

KAREN M. KRIDEL
NOTARY PUBLIC, State of N.Y., Monroe Co.
My Commission Expires March 30, 1982

Dissenting Opinion of Gary Van Son
Dissenting on Issue #2 Twenty Year Retirement

It is with great dismay and indeed shock that I must dissent from the majority opinion of the Panel on their denial of the twenty year retirement plan to the members of the Geneva Police Department. The contortions which the Panel majority employed to justify this result are, I submit, equally incredible to the result itself.

The Panel is bound by law to consider wages, hours, and conditions of employment of employees performing similar services in comparable communities. The duty "to consider" is not an order for this Panel to manipulate standards, nor is it a mandate that we blind ourselves to the reasoning process which all persons employ when faced with difficult situations. The very definition of what is a "comparable" community is where the majority and myself part company.

The majority defines Batavia, Canadaiqua, Corning, Cortland, Fulton, Glens Falls, Oneonta, Oswego, Johnson City, and Newark as their "comparable" communities. Batavia and Cortland are the only units having the twenty year plan in this group hence, the majority reasons Geneva must also be denied this benefit. It is extremely interesting to note that the majority rejects consideration of Binghamton, Elmira, and Ithaca, even though the City's advocates

submitted them originally as being "comparable". The true rationale for their rejection is that these cities have the twenty year plan and, if the size of these units are added to Batavia and Cortland it would be shown that over 50% of the "comparable police officers" have the benefit which Geneva seeks. The artificiality of their standard becomes apparent when one realizes that Ithaca has less than three thousand more people than Oswego. Yet, one is "comparable" and one is not, from this larger groups which the City itself presented. The only difference, it is submitted, is that the majority recognized that Ithaca had the twenty year plan and that Oswego did not. Indeed the inclusion of Oswego, in and of itself, shatters the majority's illusion that they are only dealing with municipalities with populations of ten to twenty thousand. This writer respectfully refers the majority to City's Exhibit 8, which lists Oswego's population as being 23,844.

At the opposite end of the spectrum, the majority also refuses to "consider" Seneca Falls, which is just slightly to the east of Geneva. This is allegedly due to the fact that this municipality is two thousand people smaller than the mystical ten thousand populations cut-off point. Naturally, this has "nothing" to do with the fact that this unit has the twenty year retirement plan. Again, Seneca Falls was also submitted originally by the City's advocates as a "comparable" community, yet the majority would not consider it. Clearly this majority has set a standard which even the City itself could not advance with any vigor or conviction. Indeed,

Having set such a standard the majority then proceeded to violate it in their own "considerations", a fact which is most reflective of the majority process employed in this arbitration.

The majority's definition of what "area" to consider is equally incredible, to say the least. Their "area" ranges as far east as Warren County, just a few miles from the Connecticut boarder, drifts south to Steuben and Broome Counties, on the Pennsylvanian boarder, stretches north to Oswego County, and westerly to Genesee County. In between, the area's considered are Cortland, Wayne, Otsego, and Ontario Counties. During its travels, the majority explicitly refused to consider Binghamton, which is within Broome County itself. Also refused consideration were Ithaca and Elmira, which are nestled neatly in between the "comparable areas" of Broome, Cortland and Steuben Counties. Obviously this "consideration" is employed due to their twenty year retirement programs. Even Hornell, which is a city of 14,000 in Steuben County, has the ill-considered twenty year plan hence, was not addressed. The twenty year plan in adjoining Seneca Falls was given no weight by the majority either. Having thus skipped and jumped around New York State, the majority then considers that no weight will be given to New York State as a whole for comparison purposes. Again, this determination is consistent with their goal since the twenty year plan is the overwhelming standard on a state-wide basis.

The majority also refuses to consider Monroe County even though their "comparable areas" virtually encircle it and it borders dir-

ectly on Ontario County. Evidently, no weight should be given to the fact that over 95% of the Monroe County Police Officers are covered by the twenty year retirement plan according to the majority. Even the little village of East Rochester in Monroe County has the benefit which Geneva seeks, yet, this fact is of no avail. Ontario County is within the same police district as Monroe and Wayne Counties yet, somehow, this majority slices this entire "area" off the New York State map. Capriciousness is too mild a characterization for these carefully weighed devices of the majority.

In reality, the majority's circular logic defies belief and does nothing but degrade itself, this police department, and the people of the City of Geneva. It is common knowledge that this retirement plan is standard but for the selective techniques of the majority. The municipalities of Suffolk County are neither metropolitan, nor large; yet, twenty year retirement is the norm. Reduced to its essence, the majority reasons that as long as Geneva has not had the twenty year retirement plan in the past, then it will not have it in the present or in the future.

The majority gratuitously states that "some savings" are attributable to the twenty year retirement plan. Initially, it should be noted that any employee benefit which generates a savings is remarkable in and of itself. The Association argues that over a twenty year period this benefit not only will have no cost, but would actually save the City money. The majority's decision, however, has made the cost argument irrelevant as there

was no finding of an inability to fund this benefit. Indeed, such an argument was impossible as the City itself encumbered pension funds in 1978 whose interest earnings alone would fund the immediate cost of this benefit three times over. Thus, absolutely no tax dollars would be required to grant this most basic of benefits to the Geneva Police Department.

Finally the majority remarks that the twenty year retirement plan might reduce the quality of the police force by replacing experienced older police officers with younger officers. They also state that older, more experienced officers might handle violent situations without incurring the stress and extreme physical taxation inherent in police work. Not only is this statement misguided, but it again manifests the omniscient attitude which flows throughout the majority opinion. It is not I, but the officers themselves, which have requested this retirement plan. Only they know the true demands of the job and the pitful divorce, injury, and stress-related symptoms which the occupation occasions upon them. To speculate to the contrary is to dwell in the realm of surrealism and ignore the daily reality which the job dictates. The majority's statement is spoken despite the absence of one minute of police work on their part, much less twenty years on the job. The law demands that the panel consider the hazards of employment in making their decision which the majority dispels with the above wave of its collective hands. The record is now clear, and only the majority of this panel can be held to account for this masquerade called a Determination and Award. The Geneva Police

Department has struggled for a decade for this retirement plan and may struggle for at least another decade. In the interim, however, the bitterness and resentment of Geneva Police Officers shall have a clear target and all should be aware of the genuine lack of appreciation their sacrifices generate.

Regarding the quality of this police force, I, for one, hold this department in my highest esteem despite the opinion of my Panel Colleagues. The twenty year plan would not reduce the quality of the force, but would increase it. It would not force police officers to retire after twenty years, but only allow them that option should they so desire. It would allow them to pursue second careers or enjoy their family life fully before their lives and dreams are shattered by disabling injury, trauma, or the hardening nature some adopt as a result of the job. It would increase morale by giving them this opportunity and allow younger persons to pursue this noble task of guarding the public safety. The Association members had pinned all of their hopes on this arbitration and this Panel has failed miserably in its duty. Indeed, the majority, has given this Department a take-it-or-leave-it choice. If anything reduces the quality of police protection, it is that sort of attitude by their employers. It is obvious that this department may "leave it" in one form or another, which only the majority can be responsible for.

It has been shown that the majority's standard of comparison was ill-conceived, its only consistent criterion was the systematic

elimination of departments with twenty year retirement plans. Admittedly, this plan can be financed without any burden upon the City of Geneva taxpayers. The denial of this benefit adversely effects the entire department, its morale, and its performance. Though this benefit was denied in this arbitration, it shall be readdressed in future negotiations with ever increasing determination and zealously which even the present majority cannot stifle.

Gary Van Son
GARY VAN SON, Employee Organization
Panel Member

May 21st, 1979

County of Monroe

On the 21st day of May, 1979, before me personally came and appeared GARY VAN SON, to me known and known to me to be the person who executed the same.

Irwin R. Gilbert
NOTARY PUBLIC

IRWIN R. GILBERT
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires March 30, 1980

2/7/79

Raises Limited in Cops' Pact

By Richard Galant

In a break with tradition that could aid government cost-cutting efforts, a village arbitration panel has refused to give Hempstead Village police a contract matching the award given to Nassau County police.

The panel's award not only sets pay and benefits at a level about \$1,500 lower per year than the county contract but also adds 17 days to the annual work schedule for officers hired after June 1, 1977. Noting crime and arrest rates in Hempstead are sharply higher than in the county as a whole, the award said Hempstead police, "deserve us high a salary as any community on Long Island provides." But the award also refers to the village's high tax-

es, declining economy and shrinking tax base and concludes, "Over the next year or more, the village's ability to absorb higher costs is extremely limited." Hempstead has the largest local police force on Long Island.

Under the new award, a Hempstead officer with five years' experience will be paid \$20,978, about \$600 less than a county officer. The two-year contract increases salaries for most officers by \$2,200, a raise of 10 to 12 per cent. It retains the 232-day-a-year work schedule which was adopted in 1975 to keep pace with the county, but adds 17 days for those hired since the last contract expired May 31, 1977. By not matching the county contract, the award saves Hempstead more than \$160,000 a

year, Lamberti said. The cost of the contract is about \$200,000 above the \$3.5 million allocated for police costs, Hempstead Mayor Dalton Miller said. The excess would be drawn from other areas of the budget.

Lawyers and negotiators for both sides agreed that the Hempstead decision is likely to be an asset to counties and other villages seeking to lower the growth of police spending. Vito Competiello, a Nassau labor department representative who has worked as a negotiator on the county police contracts, said, "It's certainly going to help . . . We've been caught in a leapfrogging situation. If we reach arbitration now, the PBA (Police Benevolent Asso-

—Continued on Page 26

Village Cops' Pay Pace Slows

—Continued from Page 7

ciation) is not going to say, 'Look what's happening in Hempstead.' But we are."

"Hempstead's problems today are the county's problems tomorrow," said Thomas Lamberti, who represented the village. He said that the village is now taxing at 95 per cent of its constitutional limit and that the effective tax rate, at 5.29 per cent of the full real estate value, is dangerously high and could lower property values. He said that, although the county's average effective tax rate is about 5 per cent, the rate in areas such as Levittown and Seaford is higher than in Hempstead. Lamberti said Hempstead police, who average about three times more arrests than Nassau officers, traditionally have been paid \$125 a year more.

Village PBA President R. Raymond Rudiger said, "It makes us one of the lowest paid police departments in Nassau County. We used to lead the pack. Now we're the last."

Richard Hartman, the lawyer representing all Long Island police unions, said, "Certainly it's something which could assist other municipalities." Hartman was hired by the Hempstead PBA last month after the majority of the arbitration panel indicated how it would rule. But Rudiger said the decision to hire Hartman instead of longtime PBA lawyer John Coffey was not a consequence of the award. Rudiger said he and Coffey, who had been criticized for representing the PBA while serving as head of Nassau County's Public Employment Relations Board, mutually agreed to sever their relationship so Coffey could devote more time to zoning and environmental law.

The county PERB provided the list from which Joseph French was picked as chairman of the arbitration panel that gave Nassau police a 24.5 per cent pay hike last year. Negotiators for the Hempstead police sought salaries tied to the county award. The village and the PBA each named a member of the panel, and both agreed on the choice of Arthur Jacobs, a labor economist and administrator at a state college in Ramapo, N.J., as the neutral chairman.

The panel held 15 hearings lasting a total of 125 hours. In turning down the plea for parity with county police, Jacobs said 29,000 of the 35,400 officers in Westchester, New York City and Long Island receive lower salaries than the Nassau County police.

NEWS DAY 2/7/79

Arthur Jacobs