

New York State  
Public Employment Relations Board

NEW YORK STATE PUBLIC EMPLOYMENT  
RELATIONS BOARD  
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In the Matter of the Compulsory  
Interest Arbitration  
  
                  between  
  
VILLAGE OF SOUTH NYACK  
  
                  -and-  
  
ROCKLAND COUNTY PATROLMEN'S ASSOCIATION, INC.  
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: **CONCILIATION**  
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: OPINION  
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: Case No. IA-80-9;  
: 80-202  
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Before the Public Arbitration Panel:

Daniel G. Collins, Chairman;  
Raymond G. Kruse, Employee Organization Member;  
Stanley Israel, Public Employer Member

For Village of South Nyack:

Paul B. Phinney, III, Police Commissioner

For Rockland County Patrolmen's Benevolent Association, Inc.

Tom Albin, President, South Nyack Police Association

I. PRELIMINARY STATEMENT

This is a proceeding pursuant to Section 209.4 of Article 14 of the New York Civil Service Law. The Public Arbitration Panel held a hearing at Pearl River, New York on March 13, 1981, at which the parties were afforded full opportunity to present oral and written evidence, cross-examine witnesses, provide oral argument and otherwise support their respective positions. The Panel thereafter met in executive session in

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New York City on April 2, 1981. Unless otherwise expressly noted, this Opinion represents the views of the undersigned chairman of the Public Arbitration Panel and does not necessarily represent the views of either of the other Panel members. The Determination represents the action of at least a majority of the Panel.

The parties last collective bargaining agreement expired on May 31, 1980. When negotiations failed to produce a new agreement to be effective as of June 1, 1980, the Rockland County Patrolmen's Benevolent Association petitioned the New York State Public Employment Relations Board for the appointment of a Public Arbitration Panel.

This Public Arbitration Panel was appointed on October 21, 1980. The record developed before the Panel contains 38 exhibits, some of them containing multiple parts. In addition various memoranda were submitted to the Panel by the parties.

The Panel in its deliberations has carefully considered the evidence in the light of the criteria for determination set forth in Article 14 of the Civil Service Law.

## II. GENERAL OBSERVATIONS

The Village of South Nyack is located in Rockland County, encompasses less than one square mile, and has a population of approximately 3,500. The tax base is quite limited.

The Village's Police Force consists of two full-time and two part-time patrolmen, and a Chief. Only the patrolmen are in the bargaining unit, which has heretofore been represented by the South Nyack Police Association. That Association with the concurrence of the Rockland County Patrolmen's Benevolent Association, Inc. (the "PBA"), seeks in the current negotiations to have the PBA substituted for the Association as the bargaining representative.

### III. THE PBA'S PROPOSALS

#### A. Economic Proposals

The PBA seeks a two-year contract with a 25% across-the-board increase in salary scales for 1980-81 and again for 1981-82; the establishment of the position of corporal with a salary rate 15% above that of first grade patrolman inclusive of longevity increments; an increase in longevity increments from \$375 to \$450; an increase from two to four hours of overtime for emergency call out; the purchase by the Village of matching savings bonds for unit members to a maximum of \$225 each annually; an increase of five vacation days for Grades 5, 4, 3 and 2 and ten days for Grade 1 Patrolmen; pay for each of twelve holidays and eight hours overtime pay for work on any such holiday; seven personal leave days;

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without specification of reasons and in units of not less than four hours; payment for accrued holiday pay and for unused accumulated sick leave credits upon termination of employment; full employer funding family Dental Plan with 100% coverage of prosthetics and orthodontics; employer funded life insurance equal to three times basic salary; a non-contributory special 20-year retirement plan (Section 384-a supplemented by Section 302-(9)(d)); an increase in clothing and cleaning allowance from \$200 to \$400 each; and an increase from \$35 to \$50 in the allowance for reading glasses.

B. Non-Economic Proposals

The PBA proposes that the parties' new Agreement contain detailed grievance and arbitration, and disciplinary procedures, and an agency shop clause. The PBA also proposes that the overtime rate be defined as annual salary divided by 2080. Finally, as noted earlier above, the PBA seeks to be substituted for the South Nyack Police Association as the collective bargaining representative.

IV. THE VILLAGE'S PROPOSALS

The Village proposes a two-year contract with a 7% salary increase as of June 1, 1980 and another 7% salary increase on

June 1, 1981. The Village does not object to the substitution of the PBA as the bargaining representative. The Village also does not object to the change in the definition of the overtime rate, which it agrees would correct a typographical error in the prior contract. The Village finds all other of the PBA proposals unacceptable.

#### V. DISCUSSION

The prior two-year contract expired on May 31, 1980. During the period of that contract the locally applicable Consumer Price Index rose by over 20%. While it can be argued that the Index exaggerates somewhat the actual impact of inflation on wage earners, the magnitude of the recent increase, coupled with the evidence that the Index continues to increase at close to the same pace, suggests both that some substantial economic improvement for the unit members is in order and that such improvement should be in a form that most readily translates into purchasing power, e.g., wages in contrast to long-term fringe benefits.

The evidence also demonstrates that the current police salary scale in South Nyack, even with the 7% improvement proposed by the Village, would rank towards the bottom in the County. The South Nyack Patrolman Grade salary rate, as increased by 7%, would be \$19,207 as of June 1, 1980. The corresponding rate as of that date for Nyack was \$21,920;

for Haverstraw Village, \$21,037; for Haverstraw Township, \$21,395; for Stony Point, \$21,526; for Suffern, \$22,098; for Clarkstown, \$23,066; for Orangetown, \$21,464, and for Ramapo, \$21,880. With another 7% added as of June 1, 1981, the South Nyack rate would go to \$20,359. In contrast Haverstraw Village goes to \$22,837 as of June 1, 1981 and to \$23,637 as of December 1, 1981. Haverstraw Township has gone to \$22,892 at the beginning of 1981 and will go to \$24,495 at the beginning of 1982; Suffern goes to \$23,203 during 1981, Orangetown went to \$23,503 at the beginning of 1981. Only Sloatsburg would rank lower than South Nyack, with corresponding rates of \$17,000 as of June 1, 1980 and \$19,000 as of May 1, 1981. Moreover, if South Nyack's salary were increased 7% on June 1, 1980 and another 7% on June 1, 1981, the resulting Grade 1 salary as of the latter date-- June 1, 1981--would still be below the 1980 rate in all other towns and villages, other than Sloatsburg, for which the Arbitration Panel has received salary figures.

Evidence of collectively bargained salary increases indicates settlements of 9% for Nyack for 1980; and 9.5% in 1981 and again in 1982 for Orangetown.

The PBA's proposed 25% increase in each of two years would bring the South Nyack Grade 1 rate to \$22,433 on June 1, 1980, and to \$28,047 on June 1, 1981. Not only would this overtake, but it would outdistance any comparable

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community's salary scale or current level of settlement. Moreover, it would impose an undue and unwarranted financial burden on the Village.

The Arbitrator believes, though, that the comparability data justifies bringing the South Nyack Grade 1 rate up to the \$23,000 level over the new contract period of two years. While that would mean a 28% salary rate improvement which would, if accomplished precipitately, represent a cost that could not be justified by comparable settlements or be consistent with the overall welfare of the Village, the cost of that improvement can be brought within reasonable bounds by appropriate staggering of rate increases. Evenly spaced increases of 6% on June 1, 1980; December 1, 1980, June 1, 1981, and a 7.6% increase on December 1, 1981 would bring the Grade 1 rate respectively to \$19,027; \$20,169; \$21,379 and \$23,003, yet would actually represent a 9% improvement for 1980 and a further 9.8% improvement for 1981. Such increases would keep the settlement below the increases in the Consumer Price Index over the last contract period, would be commensurate with reported police salary settlements in Rockland County, and would be, in the opinion of the Panel Chairman, within the ability of the Village to pay.

The PBA has, as noted above, advanced a number of other proposals. However, the Chairman believes that the priority

need for a substantial salary improvement militates against the adoption of many of those proposals. Quite apart from any merits those proposals may have, they are too costly separately and/or in concert to be added to a two-year package that includes a 19.8 improvement in compensation. This is true, the Chairman believes, as to all the PBA's other economic proposals, with the exception of personal leave days and dental plan.

With one exception, Sloatsburg, Rockland County police units receive from four to seven personal leave days. While South Nyack contractually has recognized the possible availability of personal leave days, the granting of such days essentially is at the discretion of the Chief and is further limited to stated emergency excuses. In practice such days are rarely granted. The Chairman believes a compelling case has been made for adding to the Agreement provision for entitlement to personal leave days. The Chairman also believes that providing for some such days for full-time officers will not appreciably increase the cost of the economic package or prejudice the Village's general welfare.

The PBA seeks seven personal leave days, to be taken in units of not less than four hours and with the prior approval of the Chief, but without need for an officer to indicate reasons. The Chairman believes that, under the circumstances,

the new contract should provide for three such personal days annually, effective for the period beginning June 1, 1981.

The Chairman also believes that a strong case has been made for the Village's contribution to a dental plan. The 1978-79 contract granted a \$35 per year dental allowance. Unfortunately, given the realities of dental costs, this amount cannot go far toward meeting normal bills and provides no real protection when substantial dental work must be done.

The PBA seeks full funding by the Village for full-time officer's participation in the Group Health Insurance "M-1 Dental Plan, including 100% prosthetics and orthodontics on a family plan basis." While dental plan contributions are made for more than half the Rockland police units, only one or two appear to have full employer funding for an all-benefit plan. The Chairman believes that, provided the PBA can secure the participation of the full-time unit officers in the M-1 Plan, the Village should contribute, effective for the period beginning December 1, 1981, up to a total of \$200 per year per officer toward the costs of participation in such Plan, and that the prior \$35 per year dental allowance should be discontinued. Of course, if participation in the M-1 Plan cannot be secured, the Village's obligation to make a \$200 per year contribution should cease and its obligation to provide a \$35 per year dental allowance should be reinstated.

The PBA also has made a number of non-economic proposals. The Village does not oppose two of those proposals:

substitution of the PBA as the bargaining representative and the correction in the definition of overtime rate. The PBA's remaining non-economic proposals, though, dealing with grievance and disciplinary procedures, are complicated and would break new ground for this bargaining unit. While those proposals may be sound, and might even ultimately be acceptable to both parties, the Chairman is persuaded that it would be premature in these negotiations for the Public Arbitration Panel to mandate their inclusion in the new contract.

## VI. CONCLUSIONS

For the foregoing reason the Chairman believes that there should be a contract for the period June 1, 1980 to May 31, 1982, that the salary scales should be increased 6% on June 1 and December 1, 1980 and June 1, 1981, and should be increased 7.6% on December 1, 1981; that the PBA's proposal with respect to personal days should be adopted, but for only three such days annually, effective for the period beginning June 1, 1981; that the PBA's dental plan proposal should be adopted, effective December 1, 1981, but that the Village's contribution should not exceed \$200 per year per full-time officer and provided that such contribution should be in lieu of any dental allowance; that the PBA should be substituted as the bargaining representative; that the definition of

overtime rate should be as proposed by the PBA, and that all other of the PBA's proposals should be rejected.

Dated: May 1, 1981

  
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DANIEL G. COLLINS, Arbitrator

New York State  
Public Employment Relations Board

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Arbitration :  
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-and- : DETERMINATION  
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ROCKLAND COUNTY PATROLMEN'S ASSOCIATION, INC. :  
 : Case No. IA-80-9;  
-----X 80-202

The undersigned Public Arbitration Panel determines that the contract for this bargaining unit for the period June 1, 1980 to and including May 31, 1982 shall be the same as the contract between the Village of South Nyack and the South Nyack Police Association for the period June 1, 1978 to and including May 31, 1980, except as follows:

1. The words "South Nyack Police Association" shall be replaced wherever they appear by the words Rockland County Patrolmen's Benevolent Association, Inc.

2. The pay scales for full-time and part-time officers set forth in Article III shall be amended by increasing each of them 6% as of and retroactive to June 1, 1980; a further 6% as of and retroactive to December 1, 1980; a further 6% as of June 1, 1981, and a further 7.6% as of December 1, 1981.

3. Section 4.4 of Article IV, dealing with Personal Leave, shall be amended by substituting therefor; for all

but the last paragraph thereof, the proposal of the Rockland County Patrolmen's Benevolent Association, Inc., except that there shall be entitlement to a total not to exceed three personal days in any year, effective for the period beginning June 1, 1981.

4. Section 5.2 of Article V, dealing with Overtime Pay, shall be amended by substituting "2080" for "1/2080".

5. Section 6.2 of Article VI, dealing with dental allowance shall be amended by substituting therefor an undertaking by the Village, effective for the period beginning December 1, 1981, to pay up to \$200 per year per full-time officer for such officer's coverage by the Group Health Insurance M-1 Dental Plan on a family plan basis, provided that this contribution by the Village shall be in lieu of any obligation by the Village to pay a dental allowance of \$35, but provided further that if it is not possible to obtain coverage by said Plan the Village shall then be obligated to pay said \$35 dental allowance.

  
DANIEL C. COLLINS, Chairman

  
STANLEY ISRAEL, Public Employer Member

  
RAYMOND G. KRUSE, Employee Organization  
Member

