



On May 5, 1981, the Panel members convened in executive session, at which time there was a full discussion of all of the evidence submitted and the arguments advanced.

Background:

The police of the Town of Clarkstown, comprising a bargaining unit of approximately 103 officers, have been employed under the terms of a collective bargaining Agreement that expired on December 31, 1980. Following an impasse in negotiations directed toward a successor Agreement, the parties attempted to resolve the matter through mediation. Mediation was not successful, and on September 11, 1980, the PBA petitioned the New York Public Employment Relations Board ("PERB"), requesting that the dispute be submitted to a Public Arbitration Panel. On November 19, 1980, PERB designated this Panel to hear the dispute and thereafter to make a just and reasonable determination.

In reaching its decision the Panel considered the criteria set forth in the arbitration statute:

1. Comparisons of wages, hours and conditions of employment involved in this 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.
2. The interests and welfare of the public and the financial ability of the public employer to pay.

3. Comparisons 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.

4. 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 hospitalization benefits, paid time-off and job security.

The Panel based its decision, not on any single criterion, but on all of the factors, which were weighed and balanced in order to reach a reasonable result.

Before proceeding to the merits of the dispute, an introductory comment is in order.

The resolution of this dispute is long overdue. The parties reached impasse during the summer of 1980. Mediation was attempted but was not successful. The prior Agreement expired almost six months ago. Given these facts, it is appropriate to make an effort to expedite the issuance of this Award. Toward that end, the Panel is taking the liberty of confining its Opinion and Award to those issues which it believes are the critical areas in dispute. In addition, it will not set forth in detail the parties' respective arguments on each issue. The arguments were detailed during the hearing and are part of the Record. Suffice it to say that the Panel has carefully analyzed the parties' respective positions and exhibits.

## SALARY AND DURATION OF AGREEMENT

The PBA seeks a 16% wage increase for 1981 and a 16% wage increase for 1982.

In support of this position, the PBA cites the increase in the cost of living. The All Cities Consumer Price Index showed an increase of 12.5% during 1980, while the New York Index rose approximately 11.1%. The PBA also notes that according to data issued by the U.S. Department of Labor on January 26, 1981, entitled "Major Collective Bargaining Settlements in the Private Sector, 1980", major collective bargaining settlements in private employment during 1980 provided average first year adjustments of 9.5%. These settlement data do not include estimates of potential wage increases under cost of living adjustment (COLA) clauses. Approximately 61% of the workers under 1980 settlements were covered by contract with COLA clauses. First year negotiated wage adjustments in contracts with COLA provisions averaged 8%, compared with 11.8% for contracts without such provisions.

The PBA also introduced exhibits indicating that the Town of Clarkstown had a total true valuation in 1978 of \$1,372,616,853. The rest of the County, exclusive of Clarkstown, had a total true valuation of \$2,976,514,081. PBA exhibits also show that Clarkstown has \$13,072,541 of taxable property per policeman employed, as compared to \$9,389,634 of taxable property per policeman employed in the balance of Rockland County. Based on these statistics, the PBA argues that Clarkstown has a greater ability to pay its em-

ployees than do most of the other towns and villages in the County.

In further support of its position, the PBA presented statistics indicating that Clarkstown has the second highest arrest ratio per policeman in the County. Clarkstown also has the highest number of residents per policeman than any other township in Rockland County.

The PBA also cites bargaining history as another ground upon which its wage demand is justified. The PBA emphasizes that its recent settlements with Clarkstown have been as follows: 1978 - a wage freeze; 1979 - 7% wage increase; and 1980 - 8% wage increase. The PBA contends that these salary increases were modest improvements during a period of runaway inflation. Economic justice and fairness, the PBA claims, require that the police receive a substantial increase during the forthcoming contract period.

The Town's salary proposal is as follows: a 5% increase effective July 1, 1981; 5% as of January 1, 1982; and 5% as of January 1, 1983.

In support of its proposal, the Town argues that the 1980 salaries paid to its police officers exceeded the average of those salaries paid by the other towns and villages in the County, at every level of employment. In addition, the salaries of Clarkstown police officers exceed those earned by police officers in New York City, which is one of the highest paying jurisdictions in the Country.

The Town also argues that the average salary of a Clarkstown police officer is \$24,947 per year. Total fringe benefits per police officer amount to \$20,363, or an additional 79.48% of salary.

Therefore, the average annual compensation of a Clarkstown police officer exceeds \$45,000. These statistics, asserts the Town, make its police officers the best paid police officers in Rockland County.

The Town also cites the contract settlement it entered into with the CSEA, which represents most of the remaining Town employees. The terms of that 3-year agreement provide as follows:

1. A wage freeze between January 1 and June 30, 1981;
2. Effective July 1, 1981, a 7% wage increase;
3. Effective January 1, 1982, a 7% wage increase;
4. Effective January 1, 1983, a 7% wage increase.

The Town also notes, by way of comparison, that the County of Rockland and Local 844, CSEA agreed to a 7% general increase for 1980 and 1981.

Finally, the Town strenuously argues that it is operating under severe fiscal constraints and is unable to meet the PBA's demands. The Town emphasizes that in January 1981, it was forced to levy a 20.2% tax increase. The Town's financial problems also have been aggravated by reductions in federal and state aid. Any surplus it had in previous years has been eliminated as a result of bonded indebtedness and increased operating, labor, and equipment costs.

AWARD:

1. A two-year Agreement, effective January 1, 1981 through December 31, 1982;
2. Effective January 1, 1981, the base salary of a 1st grade police officer shall be increased by 8.5% more than his base salary as of December 31, 1980;

3. Effective January 1, 1982, the base salary of a 1st grade police officer shall be increased by 9% more than his base salary as of December 31, 1981.

4. All grades of police officers shall receive a base salary pay raise equal to the pay raise of a first grade police officer.

Rationale:

As is frequently the case in bargaining disputes, the employer's position is unreasonably low and the union's position is unreasonably high.

Undisputedly, Clarkstown police officers are, as a whole, the highest paid police officers in Rockland County. That position, however, has not immunized them from the effects of double-digit inflation. The Town did not challenge the PBA's assertion that during 1981, the Consumer Price Index in the New York - New Jersey Metropolitan Area increased by 11.1%. Admittedly, a public employer cannot be held responsible for holding employees to tally harmless from inflation by providing wage increases commensurate with increases in the cost of living. Nevertheless, increases in the Consumer Price Index are a valid basis on which to evaluate the adequacy of wage increases. A total offer of 12.5%, for a three-year contract, is not sufficient in these times. Federal guidelines were established at 7% - plus in 1978 and 1979. In 1980, they were amended to allow for pay increases of up to 9.5%. Recent salary increases received by Clarkstown police have not kept pace with increases in the cost of living. The salary award rendered herein is an effort to help PBA members regain some of the ground

lost to inflation. At the same time, the Award recognizes Clarkstown's fiscal limitations and is intended to help the Town keep labor costs at a manageable level.

In making its determination, the Panel was also mindful of current police settlements in surrounding communities in the County. Orangetown settled for 9.5% in 1981 and 9.5% in 1982. In Nyack, police were awarded 9% by arbitration panel for 1980 through May 1981. In Haverstraw, a two year contract was negotiated providing a 7.5% increase in 1981 and a 7.5% increase in 1982. The salary increases awarded herein are within the range of current Rockland County police salary settlements.

The Panel has considered the fact that Clarkstown has had a sharp tax increase in 1981. The Town has failed to prove, however, that it lacks the financial ability to pay salary increases somewhat in excess of 5% per year. Although there were vague allegations during the hearings about possible layoffs and cutbacks in service, nothing conclusive was demonstrated. As to the CSEA settlement, the PBA argued persuasively that, historically, its negotiations have not been tied to the negotiations and/or settlements of other units within the Town. While the Panel was mindful of the CSEA settlement, it did not believe that an agreement negotiated by a different union covering a different unit should have been controlling in this arbitration proceeding. The PBA's proposal was judged on its own merits based upon an application of all of the statutory criteria.

Finally, the Panel's award on salary has been offset, in part, by certain "givebacks" that have also been awarded and which are discussed below. The Town argued persuasively that in order for it to afford a reasonable salary settlement, it had to have several concessions from the PBA. The Panel has been responsive to some of the Town's proposals and urges that its salary award be viewed not in isolation, but in conjunction with the "givebacks" that it has also awarded.

As to the PBA's salary proposal, suffice it to say that it was unrealistically high. In making its Award, the Panel has attempted to provide salary increases comparable to other police settlements in the County. Moreover, the Panel believes that while the pay increases awarded herein are somewhat less than the PBA proposed, they are sufficiently high to preserve the position of the Clarkstown PBA as the best paid police force in Rockland County.

#### DENTAL INSURANCE

Article 9.3 of the prior Agreement states:

"The Town Board shall provide a GHI type of family dental plan for all of the employees of the Clarkstown Police Department, which plan shall be effective as of January 1, 1974. The Town, however, shall pay a maximum premium directly to the insurer in a sum not exceeding \$18,500.00 for all of said employees. The employees, at their option, shall pay an additional premium on a check-off system or personal payment plan, at the option of the employer."

The police currently have an M-1 dental plan with 85% basic coverage. The PBA proposes to improve the dental insurance to provide the M-1 plan with 100% basic coverage. The Town opposes

any dental improvement. It claims that the PBA proposal would cost \$45,600 in 1981 and \$49,416 in 1982.

AWARD:

1. During both 1981 and 1982, the Town shall continue to provide the same level of dental coverage and shall continue to pay the full costs of family dental insurance.

Rationale:

Although Article 9.3 provides that the maximum premium that the Town shall pay per year is \$18,500, as a matter of practice, the Town has consistently paid the full cost of dental insurance for the police and their families. It is undisputed that this has been the practice through several successive contracts.

The Town now claims that its responsibility under the Agreement is to provide a maximum of \$18,500 per year and, therefore, it intends to cut back its current level of expenditure for dental insurance for the police.

The Panel has concluded that such action would be unreasonable. While it concurs with the Town that no improvement in dental coverage is warranted at this time, it believes that the Employer should continue to pay the full costs of the insurance plan currently in effect. Because of the long-standing practice of paying the full premiums for dental insurance, were the Town now to reduce its contribution to \$18,500, the employees would have a significant reduction in an existing benefit.

COMPENSATION FOR ACCUMULATED SICK LEAVE

The Town currently compensates police officers for unused sick leave upon resignation or retirement. In addition, Article 7.6(D) provides, in relevant part:

"During any employee's tenth, fourteenth and seventeenth year of employment, and every three years thereafter, such employee may relinquish accumulated sick leave days back to the Town up to the maximum of 120, 180, and 216 days in each such year, respectively."

The Town contends that this provision has been extremely costly. It proposes that Article 7.6(D) be eliminated as of the expiration date of the forthcoming Agreement. It also proposes that police officers with five (5) or less years of service shall not be entitled to a "cash in". The Town represents that the amount bonded for police sick pay in 1979 and 1980 was:

\$860,000	- total bonds
81,620	- interest 1980 and 1981
138,000	- interest for future payments at 8% interest
\$1,079,620	which = \$10,185 cost by Town per police officer

The Town asserts that individual officers have cashed in hundreds of accumulated sick days at a daily rate of over \$95.00. The Town vigorously argues that it can no longer afford the buy-back program.

The PBA opposes any change in the sick leave buy-back provision, claiming that it negotiated the language and made significant concessions in order to achieve it.

AWARD:

1. The sick leave "buy-back" provision (Article 7.6(D)) shall be grandfathered such that no employee hired after the effective date of this Agreement, January 1, 1981, shall be entitled to

"cash in" accumulated sick days.

2. Effective January 1, 1981, the language of Article 7.6(D) shall be amended to read as follows:

"During any employee's tenth, fourteenth, and seventeenth year of employment, and every three years thereafter, such employee may relinquish accumulated sick leave days back to the Town up to the maximum of 90, 135, and 162 days in each such year, respectively."

(The rest of Article 7.6(D) shall remain unchanged.)

Rationale:

Although the Town urged the Panel to eliminate the sick leave "buy back" program, the Panel has concluded that such action would be drastic and unfair. First, the lump sum sick leave payments have substantially been made. Thus, it may reasonably be anticipated that the costs of maintaining the program for current employees will decrease over time. Second, and more important, it must be emphasized that the sick leave "buy back" program was voluntarily negotiated by the parties and was in lieu of a salary increase in 1978. Thus, the PBA made a significant concession in order to achieve the sick leave buy-back program, and its members are entitled to the benefit of their bargain. Moreover, if the parties had negotiated a salary increase in 1978 instead of the sick leave buy-back, such increase and the attached fringe benefits would have continued on a on-going basis into subsequent years. These facts must be borne in mind when one considers the Town's data as to what the sick leave "buy back" program has cost.

On the other hand, there is no doubt that the program has been expensive. Between 1978 and 1980, many police officers sold back accumulated sick leave days and received upwards of \$10,000 in payments. Next to salary, the Town considers sick leave "buy-back" to be the most critical issue in these negotiations. Having considered the matter carefully, the Panel has concluded that the Town is entitled to some relief. For this reason, it has made new employees ineligible for the program and has reduced by one-third the maximum number of sick days that may be relinquished during the tenth, fourteenth, and seventeenth year of employment, respectively.

#### FAMILY SICK LEAVE

Article 7.7 of the 1978-80 Agreement provides that in the event of the illness or death of a member of a police officer's immediate family, he shall be granted family sick leave not to exceed twenty-four (24) days per year. This family sick leave accrues at the rate of two (2) days each month.

The Town proposes that Article 7.7 be entirely eliminated "based upon the economics of the entire Agreement". The PBA opposes any change in the existing provision.

#### AWARD:

Effective January 1, 1981, Article 7.7 of the Agreement shall be amended to provide for a maximum of twelve (12) family sick leave days per year, which shall accrue at the rate of one (1) day for each month up to a maximum accumulated total of twelve (12) days. Family sick leave

\*

shall not be counted against employees' accumulated sick leave.

Rationale:

The Town argued convincingly that Clarkstown has extremely liberal leave benefits relative to those provided by surrounding communities in the County. The average number of death and family leave days provided in police contracts in Rockland County is five. Manifestly, even with the reduction awarded herein, Clarkstown police will still enjoy a very liberal family sick leave program.

CLOTHING ALLOWANCE FOR DETECTIVES

Currently, detectives do not receive an allowance for clothing or clothing maintenance. The PBA contends that because of the nature of their work, the garments worn by detectives are particularly vulnerable to wear and tear. The PBA proposes that detectives be granted a clothing allowance of \$750 per year. The Town rejects this demand.

AWARD:

1. Effective January 1, 1982, each Detective shall receive an annual clothing allowance of \$400.

Rationale:

Clarkstown provides its uniformed officers with uniforms; it also provides for the "cleaning of uniforms and laundering of such items of personal clothing as the Town furnishes..." Although

Detectives do not wear a uniform per se, they are subject to a dress code. During business hours, they must wear coats and ties. After business hours, they may remove their ties but must always wear jackets. Clearly, the nature of their work and the equipment they must carry have an effect on their clothing.

Under the Agreement, all officers assigned to plain-clothes, other than Detectives, receive an additional \$750 per year. The PBA also brought to the Panel's attention that Nyack pays its detectives a clothing allowance of \$550 per year, and Spring Valley, Orangetown, and Ramapo furnish their detectives with free cleaning and laundering of clothes worn on the job.

For these reasons, the Arbitration Panel is persuaded that Clarkstown Detectives are entitled to some financial consideration for the clothing they must purchase for their jobs.

#### DONATION OF BLOOD

Article 7.9 of the Agreement provides that police officers who donate blood shall be excused from their next tour of duty subsequent to their blood donation. The Town proposes to delete this provision in light of its current fiscal condition. The PBA opposes the elimination of this benefit.

#### AWARD:

Effective January 1, 1982, Article 7.9, concerning donation of blood, shall be eliminated from the Agreement.

Rationale:

Article 7.9 is unnecessary for the health and well-being of most police officers. Donation of blood is neither so enervating nor traumatic as to incapacitate an employee for a day. The Panel believes that a concession from the PBA on this issue is reasonable to offset some of the economic improvements awarded herein.

PROFESSIONAL INSURANCE

In negotiations, the PBA demanded that the Town provide insurance coverage protecting employees from legal actions against them arising as a result of their employment. Such coverage was to include civil suits; false arrests, detention or imprisonment; malicious prosecution; defamation or violation of right of privacy, libel, slander, etc. During the arbitration hearing, the parties reached agreement to include the following language in their Contract.

"Benefits presently provided under the Town's liability insurance will be continued."

They also stipulated to the following language:

"The Employer reserves the right to change the carrier in this and all other areas of contractual benefits, provided that the benefits provided as a result of such a change will be equal to or greater than those currently existing."

AWARD:

The Panel awards the above-quoted language agreed to by the parties with respect to insurance.

## OVERTIME PAY

The Town proposed to add the phrase, "...as may be determined by the supervisor" at the end of Article 8.5. During the arbitration hearing, the parties reached agreement to add the phrase "as defined by statute" to the existing language of Article 8.5.

### AWARD:

The Panel awards that the phrase, "as defined by statute" be added to the existing language of Article 8.5.

## GRIEVANCE PROCEDURE

The parties' prior Agreement does not provide for binding arbitration of grievances. The PBA proposes to add final and binding arbitration as the terminal step of the grievance procedure. It also proposes to eliminate the Police Commission as a step in the grievance procedure. Lastly, it proposes that the fees and expenses of the arbitration be shared equally by the Town and PBA, "Except that neither the Town nor the PBA shall be liable for the expense of any arbitration for any member of the bargaining unit who is not a member of the Association at the time the grievance arose, where such arbitration has not been initiated by the Association".

The Town opposes the entire proposal.

### AWARD:

1. The Panel awards that final and binding arbitration be added to the Agreement as the terminal step of the grievance procedure.

The preceding steps shall be:

First Step - Chief of Police  
Second Step - Police Commission  
Third Step - Town Board

2. The fees and expenses of the arbitration shall be shared equally by the Town and PBA for all grievable arbitrations, regardless of whether the grievant is a member of the PBA.

3. The parties shall negotiate the details of the arbitration clause. In the event a disagreement arises between the parties, this matter shall be re-submitted to this Panel for final action.

Rationale:

Throughout the public as well as private sector, binding arbitration of grievances has come to be an accepted term in labor agreements. Used properly, the grievance arbitration provision of the contract can be a great assistance to the parties in resolving disputes efficiently, fairly, and peacefully. Moreover, it can help the parties to better understand their contractual rights and obligations.

The PBA asserted, without challenge, that its contract was the only PBA contract in Rockland County without binding arbitration. Moreover, the PBA argued convincingly that under the existing grievance procedure, there is no outside, unbiased neutral to make the final determination of a grievance. The Town has not persuaded the Panel that binding grievance arbitration would be either harmful to labor relations or destructive of the Employer's legitimate managerial prerogatives. For these reasons, the Panel awards binding grievance arbitration. The structure of the arbitration clause shall be worked out jointly by the parties, except that it is clearly understood that the fees and expenses of the arbitrator shall be share equally by the parties for all grievance arbitrations.

## AGENCY SHOP

The PBA proposes the inclusion of an agency shop provision in the Agreement. It notes that such provisions currently appear in the Haverstraw Town, Nyack, and Haverstraw Village contracts. The Town opposes the agency shop.

### AWARD:

The Panel awards the agency shop. The parties shall negotiate the details of the agency shop provision, paying particular note to the PBA's Agency Shop proposal for appropriate form and substance. In the event a disagreement arises between the parties, this matter shall be re-submitted to this Panel for final action.

### Rationale:

The New York State legislature has recognized the legality and negotiability of the agency shop. It is an important institutional protection for the PBA, which must represent fairly all members of the bargaining unit. The costs of such representation are substantial and, therefore, each beneficiary of the PBA's services should contribute his fair share. The Town has not identified any valid reason as to why this proposal should be denied.

The Panel has carefully considered all of the remaining proposals made by both parties, including all the evidence and arguments presented in support thereof. For the reasons set forth below, however, the Panel has decided to deny any additional proposals

made by either party. First, based upon the hearings and executive sessions, the Panel has concluded that the major issues in this dispute have concerned salary, dental plan, sick leave "buy-back", family sick leave, detective clothing allowance, and binding grievance arbitration. Each of these issues has been treated in the Panel's Opinion and Award, along with several other smaller items.

The Panel has not awarded favorably on the PBA's remaining economic demands because in light of the Town's strained financial situation and its need to keep labor costs at a moderate level during the forthcoming contract period, all available monies should be applied toward making meaningful improvements in salary and dental insurance. The Panel's salary award is based on its assessment of what the Town should reasonably pay during 1981 and 1982. Had the Panel awarded favorably on such issues as vacations, holiday pay, longevity and call-in pay, it would have been forced to reduce its salary award, a result that would not have been in the best interests of the bargaining unit. Further, in this regard, the Panel believes that present conditions do not necessitate improvements in the areas of vacations, holiday pay, longevity, and call-in pay at this time. In sum, the Panel's goal has been to deal with the compelling economic issues in dispute and to render a fair determination on those matters.

As to the Town's remaining proposals requiring further economic concessions from the PBA, it is the Panel's decision that its Award herein will provide sufficient savings to the Town for this contract period. Any further economic concessions from the Union would render the salary increase inadequate. Further, in the interest of labor relations stability, the Panel cannot destroy the integrity of the prior contract by awarding a wholesale elimination of prior benefits won by the PBA in collective negotiations.

Finally, the Panel is denying all other non-economic proposals offered by both parties because it does not believe that either side made sufficiently compelling arguments to warrant any further changes of the status quo. As a general matter, an arbitrator should be reluctant to make sweeping changes in the parties' contract unless such changes are vital to the resolution of the impasse. The Panel recognizes the importance to each party of such subjects as discipline/discharge, time off for Association business, etc. The Panel has concluded, however, that these matters should be pursued and negotiated by the parties in face-to-face bargaining rather than through the arbitration process.

Respectfully submitted,

*Joan Weitzman*  
JOAN WEITZMAN  
CHAIRPERSON OF ARBITRATION PANEL  
*Mary A. Fisher*

MARY A. FISHER  
Notary Public of New Jersey  
My Commission Expires Oct. 2, 1983

STATE OF: NEW JERSEY)

COUNTY OF: MIDDLESEX) ss:

On this 19th day of June, 1981, before me personally came and appeared JOAN WEITZMAN, to me known and known to me to be the individual described in and who executed the foregoing instrument and she acknowledged to me that she executed the same.

*Dissent. pursuant to a dissenting opinion which shall be forwarded on or before Aug 17, 1981. Reference is made to letter dtd July 24, 1981 attached hereto.*

*Francis X. Mascola*  
FRANCIS X. MASCOLA  
EMPLOYER MEMBER

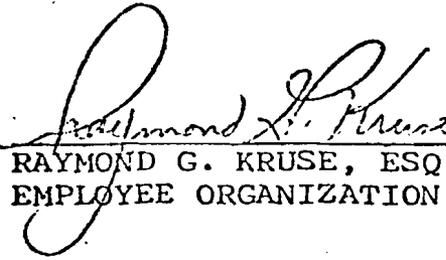
STATE OF: *New York* )

COUNTY OF: *Rockland* ) ss:

On this *16* day of *July*, 1981, before me personally came and appeared FRANCIS X. MASCOLA, 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.

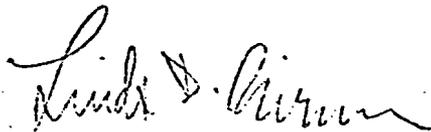
*David P. Ryan*  
Notary Public  
Reg # 4120 800  
N.Y. in Rockland County

"Concur based upon the understanding that, as to family sick leave, credit for the 12 days leave is given at the beginning of each calendar year pursuant to prior practice & interpretation"

  
RAYMOND G. KRUSE, ESQ.  
EMPLOYEE ORGANIZATION MEMBER

STATE OF: *New York* )  
COUNTY OF: *Rockland* ) ss:

On this *14<sup>th</sup>* day of ~~June~~ <sup>July</sup>, 1981, before me personally came and appeared RAYMOND G. KRUSE, ESQ., 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.



LINDA D. BIRNBAUM  
NOTARY PUBLIC, State of New York  
No. 4736275  
Qualified in Rockland County  
Commission Expires March 31, 1983

NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD

----- X

In the Matter of the Arbitration

- Between -

TOWN OF CLARKSTOWN

Case No. IA-80-22;  
M80-327

- and -

ROCKLAND COUNTY PATROLMEN'S  
BENEVOLENT ASSOCIATION, INC.

----- X

DISSENTING OPINION

The undersigned Employer Member of the Arbitration Panel hereby dissents from the majority opinion and award issued in the following respects.

The majority failed and refused to give proper and due consideration to the fiscal and economic evidence adduced on behalf of the Town. It is no longer viable or even tenable in these times to merely look to the past economic resources of the Town, or the impacts won or conceded in prior agreements, and then allow a bargaining representative to build upon these. The Arbitration Panel to fulfill its statutory obligations must look to the current fiscal ability of the Town to grant employee demands and make concessions and a realistic view requires that the Arbitration Panel measure and construe the competing demands made by both sides in this light and determine upon an equitable award. This the majority has failed to do and I can not ascribe to the fiscal or economic findings awarded with their overburdensome impact upon the Town and its taxpayers.

The Town is not unlike other municipalities throughout the United States. The financial condition of these is drastic in that they are caught up in a bind between indebtedness, as well as contract obligations which contain very substantial employee benefits, and a compounding ever shrinking reduction in federal and state aid as well as revenue constraints. The situation of the Town in this regard was well demonstrated and documented for the Arbitration Panel. Yet the majority ignored this evidence in falling back upon the unfortunate tradition of accepting, without more, what is contained in the predecessor agreement and letting the bargaining agent expand or spring forth from that basis while self-blinding itself to the realities of the life line of the Town, its financial condition. And, the Arbitration Panel ignored the Town's equitable argument that it can not burden its taxpayers beyond their ability to support the full range of necessary and essential services the Town performs for its people.

In my view it is horrendous that the majority failed or refused to recognize and consider that at one point recently the Town had under serious advisement a recommendation that an attrition plan for its employees be put in place and at the same time impose a substantial property tax to release the financial impact between its increasing obligations and reducing resources at hand. I must note that the Arbitration Panel was presented with evidence that the Town is

one of five in Rockland County and that its police employees were already highest paid before the award herein and that their benefits exceeded the average paid throughout Rockland County. Taking into account four villages in Rockland County, along with the five towns, the Town here before the award issued by the majority exceeded the compensation paid its police employees by an average of more than 9%. Moreover, the Town paid its police employees as among the highest compensated in New York State, and even the entire Country, exceeded only by such as Los Angeles, Chicago and Seattle. Aside from direct salary, the Town's fringe benefit costs were \$20,363.57 per police employee per year, or 79.48% of the annual police employee cost. As if this were not sufficient for the majority, to alert it to the fact that the Town is in a most drastic economic state, additional evidence was disclosed that the Town had conceded beyond the arbitration award at the prior agreement impasse a sick leave buy back costing \$860,000.00; a dental insurance plan costing \$18,500.00;<sup>1/</sup> and, that the CSEA settlement, while made with another employee organization but also for employees of the Town, provided for a freeze period on compensation. I must further express the view that the majority award is also most inconsistent. For, while alluding to the adverse financial condition of the Town on the one hand, it then proceeds to grant substantial economic impacts upon the Town. I can not join in such inconsistency.

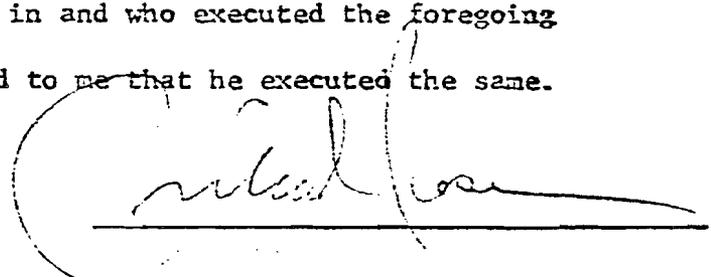
Based upon the foregoing, I would award as the Town proposed, a six month freeze on increased compensation and a five percent increase effective July 1, 1981, January 1, 1982 and January 1, 1983. In addition, I would award as the Town proposed on all other matters having economic impact.

DATED: New City, New York  
August 17, 1981

  
FRANCIS X. MASCOLA  
Employer Member

STATE OF NEW YORK )  
                          ) SS:  
COUNTY OF ROCKLAND )

On the 17th day of August, 1981, before me personally came and appeared FRANCIS X. MASCOLA, 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.



RICHARD ROSEN  
Notary Public, State of New York  
Appointed in Rockland County  
Commission Expires March 30, 1982 

FOOTNOTE

1/ I must note that this payment, although appearing in the expired agreement, was never authorized by the Town Board and payments made through a clerical error.

