

In the Matter of an Interest Arbitration

Between the

VILLAGE of MALONE, N. Y.

and

CSEA Local #817 MALONE POLICE UNIT

DECISION

of the

PANEL

PERB Case No. IA89-21,  
M89-037

PANEL MEMBERS:

Henry A. Ford - Public Member and Chairperson

Fred H. Teeple, Jr. - Union Member

Kenneth P. Murtagh, Esq. - Village Member

Appearing for the Parties:

For the Union

Officer Ronald E. Reyome  
Union President

For the Village

Mr. Brian S. Stewart, Esq.  
Village Attorney

I. ISSUE:

The only issue before the Panel concerned a wage reopener for the second year of a two (2) year labor agreement, the term of which extends from June 1, 1988 through May 31, 1990.

II. BACKGROUND:

The parties entered into negotiations early in 1989 to bargain for a wage increase for the second year of their two (2) year agreement to take effect on June 1, 1989. Several bargaining sessions failed to conclude an agreement and an impasse was declared in April, 1989. Mediation with the assistance of a Mediator appointed by the New York State Public Employment Relations Board (hereinafter PERB) was not successful and in August, 1989 the Union petitioned PERB seeking interest arbitration pursuant to the provisions of New York State Civil Service Law, Part 205. PERB then named an arbitration panel consisting of the members named on page #1, to hold a hearing on the dispute and render a decision.

The Panel held a hearing in the village offices on December 6, 1989. The parties were given the opportunity to present oral argument and written data supporting their respective positions. However, the Panel requested that further data be submitted by each party. This data was received by January 2, 1990 and the Panel declared the hearing closed as of that date.

The Panel met in Malone on January 12, 1990 to consider all data submitted by the parties and to render its final decision on the issue in dispute.

III. POSITIONS:

The bargaining unit consists of one (1) Assistant Chief, four (4) Sergeants, and nine (9) Patrolmen. The 1988-89 salary schedule contains a starting salary for new Patrolmen and provides for longevity increases each year up to six (6) years of service and then at 10, 15, and 20 years of service. The Sergeant's schedule starts at \$1,000 over step #6 of the Patrolmen's schedule and provides for longevity increases at 10, 15, and 20 years of service. The Assistant Chief's salary is \$1,900 above step #10 of the Sergeant's schedule and provides for a longevity increase at 20 years of service.

A. Union Proposal:

The Union proposes that the Patrolmen's schedule be increased by \$2,500 and that the Sergeant's salary schedule be increased by \$2,750. Longevity increments of either \$640.00 or \$700.00, depending on the salary schedule step, would, of course, be attained in addition to the base increases on the salary schedules where such increases are due. The longevity increases were already granted on June 1, 1989 and became part of eligible employees' salaries on their employment anniversary dates.

This proposal generates an average increase of approximately 14.3% with individual increases ranging from 12.2% to 18.0%. These percentages include longevity increment increases where due.

B. Village Proposal:

The Village proposes an increase of \$650.00 on the schedule for all employees effective June 1, 1989 and a further increase of \$1,000 effective December 1, 1989, with longevity increments granted where due.

This proposal actually amounts to an annual increase of \$1,150 per employee plus increments where due or an average increase of approximately 7.2%, including longevity increments, with individual increases ranging from 5.2% to 10.3%. This was the Mediator's proposal which the Village accepted and the Union rejected.

IV. OPINION AND DECISION:

After careful study of the data presented by the parties in support of their proposals the Panel arrived at the following conclusions:

1. That even though the Panel found the salary comparison made by each party with the departments of the villages of Massena, Canton, Potsdam, Lake Placid, Tupper Lake, and Saranac Lake were not made in the manner the Panel felt it requested (the methods differed), in the Panel's opinion, the salaries of Maione's department were average or slightly below at both ends of the schedule and especially so in comparison with Potsdam, Massena, and Canton, etc.

2. That the Village's inclusion of additional monies in the employees' annual salaries due to an unusual holiday pay arrangement was given little or no weight by the Panel. When an employee works on a holiday he receives double time plus an additional day off with pay. He is therefore receiving holiday pay plus double time for working which is not unusual and a fairly common method of payment. However, when he does not work on a holiday, which may occur several times during the year, he receives pay for the holiday plus an additional day's pay which is unusual. This is an added benefit but one which the parties have agreed to and the Panel did not consider it in its deliberations.
3. That the Union's proposal is completely out of line with any settlements which have occurred in 1989 negotiations. Settlements in the range of 5% to 9% have been the norm in 1989 area negotiations and during the first half of 1989, settlements for local government workers across the United States averaged 5% according to a recent U. S. Bureau of Labor Statistics report.
4. That the Village is not pleading economic hardship or inability to pay.

V. DECISION:

After due deliberation and discussion and in view of the foregoing, the Panel, in unanimous agreement, awards the following wage increases:

A. Retroactive to June 1, 1989:

1. An increase of \$1,000 in the Patrolmen's salary schedule where due.
2. An increase of \$1,000 in the Sergeant's salary schedule.
3. An increase of \$1,000 in the Assistant Chief's salary schedule.

B. Retroactive to December 1, 1989:

1. An increase of \$1,000 in the Patrolmen's salary schedule.
2. An increase of \$1,200 in the Sergeant's salary schedule where due.
3. An increase of \$1,200 in the Assistant Chief's salary schedule.

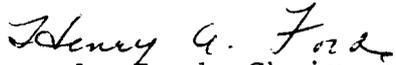
NOTE: The Panel understands that the longevity increments are being paid when and where due.

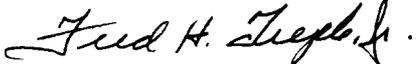
In the Panel's opinion, the salary increases directed here provide a just and equitable settlement of the wage issue. It represents an approximate 9% average increase, including longevity increments, with individual increases ranging from 7% at the high end of the schedule to 12% at the low end of the schedule. It increases the entry level salary significantly which should give the Village greater leverage in attracting qualified personnel. It also makes the overall schedule as of December 1, 1989 more competitive with other area departments, thus giving the Village better personnel retention. And although the December 1st

schedule shows an increase of \$2,000 to \$2,200 over the 1988-89 schedule, the actual increase, exclusive of increments where due, amounts to slightly over \$1,500 per employee which should place no undue burden on the taxpayers of the Village.

The Union will be receiving an increase which is certainly at the high end of 1989 settlements statewide and which goes a long way towards achieving parity with other area departments, a point which has been a major Union issue in this dispute.

Respectfully submitted,

  
Henry A. Ford, Chairperson

  
Fred H. Teeple, Jr.

  
Kenneth P. Murtagh

Date: January 22, 1990

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