

BACKGROUND

The parties are signatories to an Agreement which expired on February 29, 1988. Negotiations for a successor agreement were unsuccessful as were mediation efforts. Consequently, the Union filed a petition for compulsory Interest Arbitration on February 9, 1989. Pursuant to the Rules and Regulations of the Public Employment Relations Board (PERB), I was selected to hear and resolve the dispute. Most of the outstanding issues were resolved during the hearings and mediation efforts.

There remained one issue that was not settled during mediation. Thereafter, the Parties voluntarily submitted this matter to be pursuant to their agreement to have the matter resolved through voluntary arbitration. Hearings were held before me on May 10, 1989, July 24, 1989, and January 9, 1990. Thereafter, the parties submitted post hearing briefs. Upon receipt of same, the record was declared closed.

OPEN ISSUE

Detective Salary

A. Union

The PBA proposes the following wage increases:

| | |
|----------|----------|
| 1st year | \$44,000 |
| 2nd year | 7% |
| 3rd year | 7% |

In its view, these raises are justified by the settlements in

comparable communities. The PBA submits that a 7% increase is needed to attain parity with other similar communities. It also argues that a prior settlement reached by the parties, but rejected by the Village, fell within these parameters. Accordingly, the Union asks for an Award sustaining its position.

B. Village

The Village offers the following salary package:

| | |
|----------|----------|
| 1st year | \$40,277 |
| 2nd year | 6% |
| 3rd year | 6% |

The Village maintains that this offer is far more reasonable than the Union's. It argues that a Detective should only earn the same salary as the top paid regular police officer on the force; i.e. for 1987-\$40,277. The Village bases its position on the fact that the Detective's position is the most desirable on the force. For example, a Detective does not wear a uniform, he has no midnight shifts, he does not work on Sundays, he gets full benefit of night differential without working the same nights as others, and he has virtually no restrictions on his vacations.

The Village further argues that what the Union is seeking is out of line with comparable wage improvements. It asserts that the cost of living and other relevant criteria justify its position.

The Village further claims that it can ill afford the wage increases sought by the Union. Thus, and for the foregoing reasons, the Village maintains that its salary offer should be awarded.

OPINION

Several introductory comments are appropriate. Other proposals, not discussed above, were raised by the parties. Prior to the conclusion of these hearings, these items were settled or withdrawn. Detective pay is the only issue still in dispute.

With respect to Detective pay, I am required, pursuant to the parties agreement, to issue an award in accordance with the statutory criteria utilized in compulsory arbitration under the Taylor Law. Those criteria are:

a. comparison of wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities;

b. the interests and welfare of the public and the financial ability of the public employer to pay;

c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

With these factors in mind, I turn to the facts of this dispute.¹

I am convinced that improvements in Detective pay should fall

¹The parties have agreed to my jurisdiction to render a three year Award.

between the parties' proposals.

First, the Union proposals exceed what is reasonable. No other comparable police organization has received similar wage hikes. During the period of this presentation the cost of living is rising at a rate far less than this proposal. Clearly, then, the Union's demands are not justified.

On the other hand, the Village's proposal is simply not adequate. Patrolmen in this bargaining unit received increases of 6%, 6% and 6% for three years of the contract. There is no persuasive reason why Detectives should receive improvements lower than other employees in the same bargaining unit.

In my view, an annual wage rate of \$44,000 for the first year of the Agreement followed by a 6% increase for the second year and another 6% increase for the third year is appropriate. It is consistent with salary increases in comparable jurisdictions. Similarly, pursuant to the statutory criteria regarding comparabilities, there is no convincing argument to award wage improvements beyond the 6% figures already agreed to by the Union and Village for patrolmen.

Furthermore, 6% raises are within the ability of the Village to pay. These improvements will not result in the necessity to unduly raise taxes or otherwise financially restrict the Village's operations.

For all of the foregoing reasons, the salary awarded is proper.

AWARD

Detective's Salary

1. In the first year of the Agreement, it shall be \$44,000.
2. That figure shall be increased by 6% in the second year.
3. The second year figure shall be increased by 6% for the third year.

November 5, 1990. 
Martin F. Scheinman, Esq., Interest Arbitrator

Sworn to before me
this 5 day of November 1990.


NOTARY

304 780153 March 31, 1992