

JUN 09 1993

CONCILIATION

NEW YORK STATE
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Interest
Arbitration

OPINION AND AWARD

between

PERB CASE NO. IA92-040
M92-420

TOWN OF BEDFORD

and

TOWN OF BEDFORD POLICE BENEVOLENT
ASSOCIATION

-----X

BEFORE:

PUBLIC ARBITRATION PANEL:

MURRAY BILMES	-	Public Member and Chairman
MURRAY STEYER, ESQ.	-	Employer Member
THOMAS DIEBOLD	-	Employee Organization Member

APPEARANCES:

For the Town

LAWRENCE E. DWYER, JR.	-	Former Town Supervisor
DAVID MARDEN	-	Chief of Police
JOSEPH DEL SINDECO	-	Town Supervisor
PAT PLOSS	-	Director of Finance
JOHN DININ	-	Councilman and Deputy Town Supervisor

For the Police Benevolent Association

THOMAS ENTERLEIN	-	President
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Date of Award: June 4, 1993

On February 18, 1993, a Public Arbitration Panel was established by the New York State Public Employment Relations Board to settle the impasse between the Town of Bedford Police Benevolent Association (hereafter PBA) and the Town of Bedford (hereafter Town) over one issue, namely, salaries for calendar year, 1993.

The parties had negotiated a contract for two years, effective January 1, 1992, and ending December 31, 1993.

The above contract was signed May 13, 1992.

In said contract, the parties agreed that "this is a two-year contract for all conditions except salary". In 1992, the contract provided for a 4% increase, effective July 1, 1992, and specifically stated that "there is to be no retroactive pay".

For 1993, the contract provided that "salaries are to be determined prior to December 13, 1992, subject to arbitration, if necessary".

The parties have not been able to negotiate a resolution of their impasse, either by themselves or with the assistance of a mediator.

At the time that the PBA filed its Petition for Compulsory Interest Arbitration, the PBA stated that it had sought a 6% increase for the period beginning January 1, 1993, and the Town had proposed a 3% increase in wages for the same period.

One arbitration hearing was held on May 5, 1993, at the Town of Bedford. The parties were given full opportunity to present evidence and argument and to examine and cross-examine witnesses.

The Arbitration Panel met in executive session on May 25, 1993. Prior to that time, each individual panel member had the opportunity to review the arguments presented at the hearing. At the executive session, the panel members made a determination which was "just and reasonable", as required by law.

In making that determination, the Panel took into consideration the following statutory criteria as required by Section 209.4 of the Civil Service Law:

- a. " comparison of the 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 genererally 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 agreement 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."

SUMMATION OF CONTENTIONS

By the PBA

The PBA noted that in 1992 its members had received a 2% increase, as they did not obtain any retroactive pay when a 4% increase went into effect on July 1, 1992.

A change in the work schedule for 1992, from a "5 and 72" schedule to a "4 and 72" schedule, the PBA claims, resulted in the PBA losing some 5 days of vacation, and elimination of some medical co-payments.

The PBA claims this new schedule did not cost the Town any money. At the same time the Town made changes in scheduling which made it difficult for an officer to arrange time off.

The increase that the Town gave to the 33 members of the PBA in 1992, only cost the Town \$30,789.00, according to the PBA. The requested increase of 6% for 1993 would amount to \$96,061.00 and only be 1% of the Town budget, as calculated by the PBA.

The PBA admits that there is a hidden cost of \$48,030.00 in the 6% pay increase, but claims that the 6% would increase taxes on each piece of property by \$28.82 as an average.

The PBA also states that the Town has a population with highly assessed homes, which values show that the Town can and does have the ability to pay its proposal.

By the Town

The Town presentation compared the Town of Bedford to the contiguous communities of Yorktown, New Castle, North Castle, and Mt. Kisco.

Base salaries were compared with these four communities as were a number of fringe benefits, ranging from longevity, education, vacation, sick leave, holidays, and others. The Town notes its high rank for many of the above.

The Town claims that its PBA employees work the least number of days annually; that its PBA employees have the 2nd highest number of vacation days, and the highest number of holidays granted. In other items, it claims to rank among the highest. In particular, it notes that it has unlimited sick days for all officers.

The Town calls attention to its desire to have its officers educated, and that there is no restriction on the type of degree that the officers can attain, and be paid extra money, and this is part of the 1992-3 contract.

The Town notes that all of its employees who are non-union, have been paid a 3% increase for calendar year 1993. Other persons who are appointed have not received any increases.

The Town claims its abilities to pay has been seriously impacted by unanticipated costs in 1993, resulting from storm damage, refunds of settlements in tax certiorari cases and hepatitis B requirements. Further, the assessed valuation in the Town is shrinking to a point where it will become less than the 1989 figures. As a result of all of the above, the Town may have to consider cutting the work force or look to economize in other areas, if the PBA increase is awarded.

OPINION AND AWARD

In reviewing all of the arguments and contentions of the parties, the Panel determines that the collective bargaining agreement which the parties entered into for the years 1992 and 1993, played a major role in governing their relationships, encompassing as it did a major change in the work schedule. While the parties did not neglect to provide for wage increases, they did decide to postpone an increase for the first year until one took place in the middle of the first year, and a second year increase was not agreed upon at all.

The Panel also considered all other relevant criteria, as required by the Civil Service Law.

The following award was the unanimous decision of the Panel:

Effective January 1, 1993, the salaries of all officers in the PBA shall be increased by (3%) percent.

Murray Bilmes

MURRAY BILMES
Public Member and Chairman

Murray Steyer

MURRAY STEYER, ESQ.
Employer Member

Thomas J. Diebold

THOMAS DIEBOLD
Employee (Organization Member)

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

On the 4th day of June, 1993, before me personally came

MURRAY BILMES, MURRAY STEYER, ESQ., and THOMAS DIEBOLD

to me known and known to me to be the individuals who executed the foregoing document, and they duly acknowledged to me that they executed the same.

Mary F. Hart

Notary Public

MARY F. HART
Notary Public, State of New York
No. 4610046
Qualified in Westchester County
Commission Expires Dec. 31, 1993