

4-1/2% increases on June 1 and December 1, 1975 or 6% on each of those dates.

The semi-annual 4-1/2% increases were proposed by the Village at Fact Finding; the semi-annual 6% increases were accepted by the Association after Fact-Finding. These remained their positions at the end of the arbitration hearings, and the realities of the arbitration provisions of the Taylor Law only present the alternative of choosing one or the other as the last fair and final offer.

On May 31, 1975 a First Class Patrolman's base salary was \$14,100. The increases proposed by the Village would result in a base salary of \$14,735 on June 1, 1975 and \$15,400 on December 1, 1975. The Association's position would have the Patrolman earning \$14,950 and \$15,850 on each of these dates. Averaging costs, the total one year cost difference between the parties for the sixteen member unit is approximately \$5,000.

Neither party could point to a comparable area, and in fact both denied the comparability to Briarcliffe Manor posited in the Fact Finder's Report and Recommendations. Nor, though the Village indicated that it tried to be at the median of police salary ranges in Westchester County is it possible to determine what that is, since, for the period of June 1, 1975 through May 31, 1976, ten of the twenty-one villages shown in Village Exhibit 12 had not as of October 1975 negotiated their

contracts. I am therefore constrained, by the very nature of the evidence presented and the arguments of the parties, to reach my decision on the basis of ability to pay and police salaries in terms of the total Village payroll picture.

The Village notes a 50% increase in the amount of \$600,000 for 1975-1976 fiscal year over fiscal year 1971-1972. The assessment base has increased minimally over those years, and as a consequence the Constitutional Tax Margin has decreased from \$226,000 to \$71,000.

Over the same period there has been a 73% increase in police salaries and fringes, and the Village contrasts this with the 50% increase in the total budget. For fiscal 1974-1975 the total seventeen employee Police Department payroll was approximately \$282,000 as compared to \$637,000 for the forty other Village employees. In view of these facts the Village urges that the panel award the 4-1/2% increases.

In essence, the Association's attitude is that the Constitutional Tax Margin is a reflection of the Village's choice to limit its tax base by not rezoning for industrial usage. In the Association's opinion, having made this choice, it is unfair for the Village to then use the argument of inability to pay.

The Association notes that from fiscal years 1973-1974 through 1975-1976 Personal Service Costs (Total Salaries

only) for Engineering, Street Maintenance, Sewage Treatment and Disposal, and Finance reflect percentage cost increases exceeding the Police Department's. In fact, the Association points out, for fiscal 1975-1976, due to the non-replacement of a policeman, an approximate decrease of \$3300 is anticipated in the Department's Personal Service Costs. Further, argues the Association, with the Police Department comprising 29% of the work force its payroll is 31% of the Village payroll and this in its opinion is not a meaningful disparity in view of the police function and responsibility.

Having considered the evidence as a whole, I do not believe that the additional approximate \$5000 cost entailed in the Association's demand will affect the Village's fiscal position. It hardly seems meaningful in relation to the total overall fiscal picture. It seems even less so when added to the Police Department 1975-1976 adopted Personal Service Cost appropriation and reflects, in view of the decrease shown there, an actual increase over 1974-1975 somewhere in the area of \$2000-\$3000.

No evidence was adduced that the Police Department's payroll is inordinately heavy compared with payroll expenditures for the balance of the Village's employees. Nor does the fact that other Village employees received an average 6% increase, composed of two 4% semi-annual increases, militate against the

larger increase requested by the Association when the parties agree, in the first instance, that the policemen are entitled to more.

I, as arbitrator duly appointed pursuant to 209.4 of the Civil Service Law as the public member of the Arbitration Panel, recommend that Panel members Loconto and Prager join and concur in my

AWARD

1. Effective as of, and retroactive to June 1, 1975, all employees of the Village of Croton-on-Hudson Police Department shall receive a six (6%) percent increase.

2. Effective as of, and retroactive to December 1, 1975 the employees shall receive an additional six (6%) percent increase.


Meyer Drucker
Arbitrator

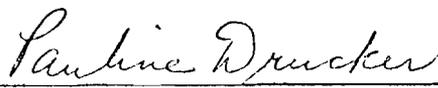
January 13, 1976

STATE OF NEW YORK)

:SS

COUNTY OF NEW YORK)

On this 13th day of January, 1976, before me personally came and appeared Meyer Drucker, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.


Notary Public

PAULINE DRUCKER
Notary Public, State of New York
No. 41-4513612
Qualified in Queens County
Cert. filed in Queens County
Commission Expires March 30, 1979

WALTER B. PRAGER REALTY, INC.

P. O. Box 325
25 North Riverside Avenue
Croton-on-Hudson, N. Y. 10520



(914) 271-5431

Residential -- Commercial -- Industrial -- Market Analysis

January 14, 1975

Meyer Drucker, Arbitrator
535 Fifth Ave.
New York, N.Y.

RECEIVED
FEB 11 1975

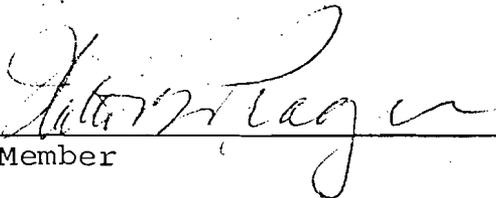
COMMUNICATION

Dear Mr. Drucker:

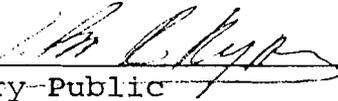
I have received and read the award for Case Number CA-0034; M75-131 in the matter between Village of Croton-on-Hudson and the Croton Police Association.

I join and concur in the AWARD

1. Effective as of, and retroactive to June 1, 1975 all employees of the Village of Croton-on-Hudson Police Department shall receive a six (6%) percent increase.
2. Effective as of, and retroactive to December 1, 1975 the employees shall receive and additional six (6%) percent increase.


Panel Member

Sworn to before me this 14th day of January 1975


Notary Public

JOHN R. RYAN
NOTARY PUBLIC, State of New York
No. 69-651970
Qualified in Westchester County
Commission Expires March 30, 1977

CC
Dennis Coxen
Leroy F. Dreyfuss, Esq.
Gordon Cameron
James Loconto

7 Hastings Avenue
Croton-on-Hudson, N. Y. 10520

January 19, 1976

Mr. Meyer Drucker
Arbitrator - Mediator
535 Fifth Avenue
New York, New York 10017

Dear Mr. Drucker:

I disagree with your decision and award in Arbitration Case No. CA-0034; M75-131, involving the Croton Police Association.

It is noted in at least two places in your award reference is made to the fact there is a difference between the Village's offer of 4-1/2% June 1st and December 1, 1975, and the Police Association request of 6% on each of the two dates, as being a "one-year" cost of approximately \$5,000. Obviously, this cost is a recurring one and in five years will amount to \$25,000. and \$50,000. in ten years.

Another falacy of inferring that this is a one-year cost of \$5,000. does not take into consideration the increased annual cost to the Village of what is actually a 12% increase. This settlement will ultimately cost the Village an estimated \$28,000. annually.

I strongly object, as I did at the hearings to the introduction by Mr. Dreyfuss on behalf of the Croton Police Association and inclusion of this reference in the report, of the allegation that the Village had adversely affected its ability to pay Policemen higher salaries by limiting its tax base as a result of not re-zoning for industrial use. This infers that the Village of Croton should down-zone its properties, and disadvantage property owners generally, in an attempt to generate additional revenue to pay increased salaries to Policemen.

Although not mentioned in the award, it should be noted that Police Department salaries were increased 11% for the year 1973-74. This, added to the 12% that will be applicable December 1, 1975, results in a total increase of 23% over the two year period.

At a time when efforts are being made to retard inflation and many municipalities are undergoing retrenchment programs, wage freezes, etc., the 6% on June 1st and December 1, 1975 in lieu of the 4-1/2% is not justified.

So as not to have these objections misconstrued as being critical of the standard of service being performed by the Croton Police Department, - I want to make it clear this is not the case. Evidence proving the opposite view can be noted in the attached Village Exhibit No. 7 listing fringe benefits now enjoyed by Croton Police, - many of which were initiated during the many years I served in local government.

The above will serve to make known to the Village my position with respect to this Award.

Very truly yours,

James M. Loconto
James M. Loconto

cc: Messrs: Gordon Cameron
Leroy F. Dreyfuss, Esq.
Walter B. Prager

Sworn to before me this 19th day of January 1976

William J. Walker, Jr.
Notary Public

WILLIAM J. WALKER, JR.
NOTARY PUBLIC, STATE OF NEW YORK
No. 01WA4607775
QUALIFIED IN NASSAU COUNTY
TERM EXPIRES MARCH 30, 1977

EXH. 1-D

Village of Croton-on-Hudson, N.Y.

MUNICIPAL BUILDING, CROTON-ON-HUDSON, N.Y. 10520

Mayor
JHN LOCONTO

Trustees
GUY ADAMI
ARTHUR S. DARDEN
GEORGIANNA GRANT
BURTON GRUSKY



Village Manager-Clerk
GORDON K. CAMERON

Village Treasurer
RICHARD J. CAMPBELL

Village Attorney
SEYMOUR M. WALDMAN

Village Engineer
PHILIP A. TULLY

PHONE: (914) CRoton 1-4781-2

June 11, 1975

Fringe Benefit Package Croton Police Dept.

1. Police pension: 20 years--half pay; no minimum age qualification.
Plan # 384d
2. Longevity schedule: \$300. after 10 years; \$400. after 15 years;
\$500. after 20 years; \$650. after 25 years.
3. Health-Hospital-Surgical Plan. Village pays the entire premium for each employee, retired employee, and each named dependent. Choice of State wide or GHI.
4. Sick Leave: accumulation to 200 work days; earned at 1 1/2 days per month
5. Personal Leave: 5 personal leave days per year
6. Funeral Leave: not to exceed 4 days per year
7. Vacation: 10 work days from one to three years
15 work days from four to seven years
20 work days from eight to ten years
25 work days from 12 years or more
8. Holidays: 11 days per year. Each employee shall receive an additional day's pay for each holiday. For employees who work on Thanksgiving or Christmas, each such employee will be paid an additional two days above the pay for that day.
9. Uniform Allowance: \$275. per year; new employees: initial allowance \$500. per year.
10. Life Insurance: \$20,000. policy for each member of department
11. School Tuition: School tuition and expense of police courses paid by village.
12. Paid Court Appearance at time and a half, call back hours paid at time and a half.

