

STATE OF NEW YORK PUBLIC
EMPLOYMENT RELATIONS BOARD
Case Nos. IA-16; M77-414

N. Y. S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

MAY 22 1978

CONCILIATION

In the Matter of the Arbitration

between

Village of Malone

and

CSEA, Police Unit

AWARD OF PUBLIC

ARBITRATION PANEL

The undersigned arbitrators, having been designated pursuant to the provisions of Section 209.4 of the New York State Civil Service Law (as amended July 1, 1977) held a hearing on November 21, 1977 in Malone, New York. The only issue open for determination was the amount of salary to be paid the Malone Police force for the two year period running from June 1, 1977 to May 31, 1979. All other issues had been resolved amicably through the process of negotiation. Both parties to the dispute were represented and given full opportunity to present their oral and written testimony and offer arguments and rebuttal regarding their respective positions. Upon completion of such testimony and argumentation the hearing was declared closed.

POSITION OF THE PARTIES

The Village

The village argues that it is taxing very close to its legal limit and has only recently emerged from a long period of financial debt. It contends that its sources of revenue are few and that unemployment is high. It maintains that its offer of \$500 across the board in each year of the agreed upon two year contractual period (costing in toto \$6,000 per year) is fair and that the fairness is borne out by the acceptance of an identical offer by the Fire Department which is also represented by CSEA. Lastly the Village argues that although there are some surpluses in its budget and there does exist some possibility for federal revenues, surpluses are for unexpected expenses and the receipt of federal funds is at best, speculative.

The CSEA

The Association seeks an increase in the salary bases of Patrolmen, Sergeants, and Assistant Chief respectively. Although these increases are not identical for each category they would represent a total cost of \$11,800 per year. The Association bases its proposal primarily on the fact that its members are among the lowest paid police officers in the State of New York. It feels its proposal would only bring them up to an average pay scale. In this regard it argues that its wages are substantially lower than its

neighbors, that the work of a police officer is difficult, that Malone police officers are often forced to "moonlight," and that the turnover rate of the force is very high.

The Association further contends that it has cooperated with the Village during financial crisis, going so far as to agree to the abolition of two of fifteen positions as well as agreeing to minimal pay increases in prior years. The Association maintains that the Village is now in a position to grant reasonable pay increases as its 1976-77 General Fund showed a deficit of only \$5,300, while other fund balances showed a total surplus far exceeding this figure.

Lastly the Association maintains that it should not be tied into the fire fighter's settlement, since, for several reasons the two groups are not really comparable.

DISCUSSION

The undersigned arbitrators have carefully examined the evidence before them and have based their findings on the following criteria:

1. Wage comparison--Great weight has been given to this factor since the CSEA clearly demonstrated that when compared to north-country communities of similar size, Malone ranks at the bottom of police salary scales. This is further exacerbated by the fact the difference in base pay is about \$2,000, which, in the view of the undersigned, is substantial.

2. Ability to pay--Significant weight has been accorded this factor. The Award herein contained will not bring the police up to the average in the North Country because the undersigned recognize that "catching up" so rapidly would place an unfair burden on the Village. Nonetheless, the undersigned believe that careful financial management over recent years has virtually eliminated the Village deficit and that this fact, coupled with reasonable expectations of federal revenues, enable the Village to pay the salary set forth in the Award.

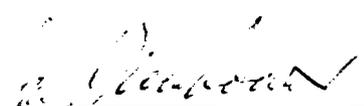
3. Employment qualification--The undersigned have considered the particularly difficult problems of law enforcement as well as the stringent qualification for entering the profession. While this has not been given the same weight as the first two factors, the undersigned are co-signant of the fact that highly qualified personnel performing hazardous duty should be compensated accordingly.

4. Bargaining history--The undersigned have afforded some weight to the fact that increases in the past have not been large. They have also considered the fact that there has been a reduction in the size of the police force.

5. Additional factors. In reaching their conclusion the undersigned have also given weight to the high turnover among Malone police officers, and the increases in the cost of living.

AWARD

After considering the above factors and assessing the respective weights to be given each factor, the undersigned have determined that an across-the-board salary increase of \$700 should be granted for the first year of the contract; i.e. retroactive to June 1, 1977. It has further determined that for the second year of the contract, i.e. June 1, 1978 to May 31, 1979 an across-the-board increase of \$800 should be granted. The total cost of the first year, exclusive of fringes, would thus be \$8,400 while the total cost of the second would be \$9,600.

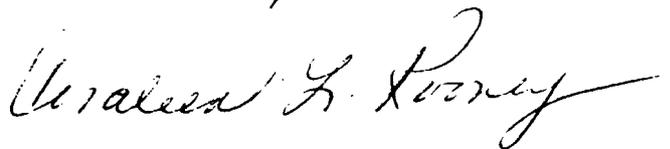


 James R. Markowitz
 Public Panel Member and Chairman

STATE OF NEW YORK
 COUNTY OF TOMPKINS

On this 17th day of January 1978, before me personally came and appeared, JAMES R. MARKOWITZ, 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.

CORALEEN L. ROONEY
 Notary Public, State of New York
 No. 460295
 Qualified in Tompkins County
 Term Expires March 30, 1979



Vernon N. Marlow

Vernon N. Marlow

STATE OF NEW YORK
COUNTY OF

On this *27th* day of *January* 1978, before me personally came and appeared, *Leslie H. Boyer* 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.

Terry L. Cook

TERRY L. COOK
NOTARY PUBLIC IN THE STATE OF NEW YORK
STATE NO. 66113-1
MY COMMISSION EXPIRES MARCH 20, 1979

Leslie Boyer

STATE OF NEW YORK
COUNTY OF

On this day of 1978, before me personally came and appeared, 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.