

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Impasse :
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 between :
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 VILLAGE OF PELHAM MANOR :
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 and :
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 PELHAM MANOR POLICE ASSOCIATION, INC. :
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 CASE NOS: IA-55; M78-33 :
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AUG 1 1978
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE

FINAL AND BINDING OPINION AND AWARD OF TRIPARTITE PUBLIC
ARBITRATION PANEL PURSUANT TO SECTION 209.4
OF THE CIVIL SERVICE LAW

PUBLIC PANEL MEMBER AND CHAIRMAN:
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EMPLOYER PANEL MEMBER:
Mr. Richard Blessing, Village Administrator
4 Penfield Place
Pelham Manor, N. Y. 10803

EMPLOYEE ORGANIZATION PANEL MEMBER:
Mr. John P. Henry, First Vice President
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Elmsford, N. Y. 10523 .

The New York Public Employment Relations Board, on or
about July 11, 1978 invoked the provisions of the Civil
Service Law, Section 209.4 and designated the undersigned
as the Public Arbitration Panel for the purpose of making

a just and reasonable determination of this dispute. This Opinion and Award was prepared by the Public Panel Member and Chairman of the Panel, Professor Theodore H. Lang of Baruch College.

HISTORY OF THE IMPASSE

This impasse exists between the Village of Pelham Manor (hereafter, the Village) and the Pelham Manor Police Association (hereafter, the Association). The latest agreement between the parties expired on May 31, 1978 with no agreement having been reached on a new contract for the one-year period from June 1, 1978 to and including May 31, 1979. Negotiations for a new agreement commenced in February, 1978 when the parties served their respective proposals on each other. The parties met on February 1, 17 and 23, March 23 and 29 and April 6, 1978. All efforts to reach agreement, including efforts at mediation on May 3 and 24 under the auspices of a P.E.R.B. Mediator, failed; and on June 8, 1978, Mr. Monroe Mann, Esq., Attorney for the Association petitioned P.E.R.B. to refer the impasse to a compulsory interest public arbitration panel, listing 35 open issues and also indicating (Enclosure 3 to Petition) areas of agreement and exact new con-

tract language to which the parties had allegedly agreed. The Village responded to the Petition on or about June 22, 1978, acknowledging the agreements on those items listed in Enclosure No. 3 of the Petition, citing other items on which agreement had allegedly been reached by the parties (Appendix A of Response) and setting forth its version of the open issues.

Hearings were conducted by the Panel at the Administrative Offices of the Village at Pelham Manor on September 7 and 27 and October 12 and 20, 1978. The Village was represented by Honorable John B. Canoni, Esq., of Townley and Updike; and the Association was represented by Honorable Reynold A. Mauro, Esq., Attorney for the Association. The parties were accorded ample and full opportunity to present exhibits and testimony. There was no official transcript of the hearings, the parties having stipulated, "....that the record of this hearing shall be constituted solely of the exhibits and testimony, and briefs, and reply briefs, if any, supplied by the parties and that the parties affirm that they do not wish a transcript." The parties declined the opportunity to submit briefs. There were five joint exhibits, fifteen Association exhibits, 34 Village exhibits, four Association witnesses and two Village witnesses. Several of the exhibits, although given a single number, had numerous sub-parts.

The Panel met in executive sessions on November 6 and 10, 1978 to discuss this arbitration.

In Exhibits A6 and V3, the parties narrowed the open issues to the following: (1) Length of Agreement, (2) Vacation, (3) Holidays and Personal Days, (4) Life Insurance, (5) Health Insurance, (6) Dental Insurance, (7) Binding Arbitration, (8) Night Differential, (9) Longevity Increments, and (10) Salary Increase.

All of the data received, oral and documentary evidence, statistical data and oral arguments have been carefully considered. The Association placed special emphasis on comparisons with seven villages in Westchester County, namely: Briarcliff, Bronxville, Dobbs Ferry, Pelham, Pleasantville, Scarsdale and Tarrytown, and on the following communities on Long Island: Floral Park, Lake Success, Riverhead, Southampton, and Southhold. The Village described these comparisons as biased and self-serving, and preferred a comparison with all the villages in Westchester County.

After due deliberation, this Opinion and Award are rendered.

1. Length of Agreement

In Exhibits V3 and A6, in which the parties set forth their latest positions, both propose salary increases for a two-year period. Accordingly, it is awarded that the Agreement between the parties be for the period from June 1, 1978 to and including May 31, 1980.

2. Vacations

Article VII of the Agreement which expired May 31, 1978 states that the vacation allowance is as follows:

6 months of service.....	5 working days
1 year of service.....	10 working days
5 years of service.....	15 working days
8 years of service.....	17 working days
10 years of service.....	18 working days
12 years of service.....	20 working days
16 years of service.....	21 working days
19 years of service.....	22 working days

The Association proposes the following vacation schedule:

1-5 years.....	10 working days
5-10 years.....	20 working days
over 10 years.....	27 working days

basing this proposal on comparative data for all Westchester police (Ex. A 14) and directing attention to the police districts cited above. Mr. Ralph Purdy,

President of the Tri-County Federation of Police, testified to the importance of better vacations in police families which are abnormally affected by the round-the-clock nature of police duties, citing serious family and social problems. .

The Village resists this proposal citing comparative data from the 21 Westchester County villages. The Village also proposes addition of a new clause as follows:

Vacations of any employee absent from work more than three (3) months in any calendar year shall be on a pro-rated basis unless the reason for the absence is a worker's compensation claim or paid sick leave.

In study of the data presented, it appears that, compared to other villages in Westchester County, Pelham Manor is less generous than the other villages in its treatment of police officers who are in their 4th, 5th, 11th and 12th years of service. The Village did not adequately support its proposed amendment of this clause to pro-rate vacation benefits. Accordingly, it is awarded that, effective June 1, 1979 (the second year of the Agreement) the vacation allowance schedule be as follows:

6 months of service.....5 working days
1 year of service.....10 working days
3 years of service.....15 working days
8 years of service.....17 working days
10 years of service.....20 working days
16 years of service.....21 working days
19 years of service.....22 working days

3. Holidays and Personal Days

Article VI of the expired Agreement has the following provision concerning holidays:

Section 1: There shall be eleven (11) paid holidays, whether worked or not, as follows:

January 1st, Lincoln's Birthday, Washington's Birthday, Easter Sunday, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

The eleven paid holidays shall be paid in one lump sum in the first payroll period in December in each year. Newly hired employees shall be paid only for those holidays occurring after their date of hire. Effective January 1, 1977, the eleven paid holidays shall be paid for as due in the first payroll period in June and the first payroll period in December in each year.

Section 2: Employees who are required to work on Thanksgiving Day, Christmas Day (December 25) or New Year's Day (January 1st) shall receive regular pay plus an additional day's pay in addition to the holiday pay provided for in Section 1 above.

Section 3: The rate of holiday pay shall be as indicated in Schedule A.

Article XVI, § 5, relating to Personal Leave reads as follows:

Two (2) days' personal leave shall be granted to each member of the bargaining unit each year after prior notification to the Chief of the purpose of the leave. Emergencies that may arise may, in the judgment of the Chief, warrant additional personal leave. Personal leave shall not be cumulative from one year to the next. Applications for personal leave must be requested by the employee at least seventy-two (72) hours in advance of the time requested in order for the Chief to arrange work coverage. In cases of emergency, such advance notice may be waived by the Chief. Effective January 1, 1978, three (3) days' personal leave shall be granted to each member of the bargaining unit each year after prior notification to the Chief of the purpose of the leave.

The Association proposes that holidays be increased from 11 to 12 per year and that personal days be increased from 3 to 4 per year without any requirement that one of these days be taken after January 1 of the contract year which runs from June 1st to the succeeding May 31st. In support of these proposals, the Association cites the holiday and personal days of the villages mentioned in the previous section of this Opinion and also comparative data for all Westchester police departments.

The Village resists these proposals (Ex. V3) but requests that if any increase is made in holidays, the basis of payment of one day of holiday pay should be

changed to the same basis for determining a day's pay as is used for determining overtime, namely a change from 1/250 of annual pay to 1/260 of annual pay. The Village points to the fact that the average of paid holidays for all villages in Westchester County is 11.5 and the median is 11. The Village also points to the Mount Vernon Agreement which provides only 10 holidays.

The Chairman notes that the data available for 20 of the 21 Westchester villages establishes that twelve give four or more personal days. As to holidays, ten of 21 give twelve or more holidays. Between these two issues, it is justified to grant an additional day. The Village expressed a preference for granting one additional holiday over one additional personal day. The Association also favored this approach. The effect of giving one additional holiday is to give additional take home pay to the officers, which is helpful in these inflationary times without compounding the problems of scheduling a small police force. The Chairman also notes that the present method of calculating holiday pay is artificial and that different bases should not be used for different purposes. Finally, the interpretation of the old clause in relation to distribution of personal days through the contract year from June 1st to May 31st is also artificial and troublesome to the officers.

Accordingly, it is awarded that, effective June 1, 1978:

- a. Article VI, § 1, be amended to increase the number of paid holidays from eleven (11) to twelve (12) and adding thereto Election Day.
- b. Article VI, § 2, shall remain unchanged.
- c. The basis for calculation of the holiday pay columns of Schedule A in the new Agreement shall be the same basis as determining overtime pay.
- d. Article XVI, § 5, be amended to read as follows:

Three (3) days' personal leave shall be granted to each member of the bargaining unit each year after prior notification to the Chief of the purpose of the leave. Emergencies that may arise may, in the judgment of the Chief, warrant additional personal leave. Personal leave shall not be cumulative from one year to the next. Applications for personal leave must be requested by the employee at least seventy-two (72) hours in advance of the time requested in order for the Chief to arrange work coverage. In cases of emergency, such advance notice may be waived by the Chief.

4. Life Insurance

Article X of the expired Agreement reads as follows:

The Employer shall assume the cost of a five thousand dollar (\$5,000) term life insurance policy for each member of the bargaining unit.

The Association proposes that the insurance be increased from \$5,000 to \$10,000, effective June 1, 1978. The Village agrees with this increase, effective June 1, 1979, but only as part of the total financial package and with

credit to the Village for the cost thereof as part of increases to be granted to the men.

The Chairman has carefully reviewed the data made available to him and notes that, from the data available, about half the police forces in Westchester County have life insurance of \$5,000 or less and half have \$10,000 or more. Accordingly, it is awarded that, effective June 1, 1979, the term life insurance be increased from \$5,000 to \$10,000.

5. Health Insurance

Pursuant to Article VIII of the expired Agreement, the Village pays 100% of the premiums of the present State Health Insurance Plan; and, as required by law, pays 50% of premiums for retired officers and 35% of premiums for family of retired employees.

The Association proposes that the Village pay 100% of the premiums for retirees and their families-as it now pays for active members of the Police Force. In support of its position, the Association cites comparative data indicating more generous treatment by some other jurisdictions than the 50/35 treatment accorded retirees of the Pelham Manor Police Department.

The Village rejects this proposal and counters with its proposal, as follows:

After January 1, 1978, new hires shall be required to pay increased basic State Health Insurance Plan payments above the Village's cost as of July 1, 1977.

In support of its position, the Village presents a comparison (Ex. V 33) of how other communities in Westchester County treat this fringe benefit. It appears that 19 of 31 communities pay nothing towards this benefit; six pay part of the cost, mostly on the 50% basis for retired employees and 35% for dependents; and 16 communities pay all of the premiums. The Village points to Yonkers where police officers pay 50% of health insurance premiums if hired after January 1, 1978, if single, and 30% if married; and also cites the clause in the June 1, 1977 to May 31, 1980 Agreement (Ex. V 22) between the C.S.E.A. and the Village of Pelham Manor, which is similar to the Village's proposal for the Police.

The Chairman finds that the weight of the evidence supports the position of the Village in regard to retired employees, but that the Village has not sustained, with a preponderance of evidence, its position in regard to new hires. Accordingly, it is awarded that there be no change in this benefit.

6. Dental Insurance

At present there is no provision for dental insurance for this unit.

The Association proposes that the Village contribute \$180 premium for each family and \$72 premium per year for each single person on the Force in order to provide a dental insurance plan.

The Village resists this proposal "unless equivalent moneys are diverted from wages." The Village cites that only 20 of 44 Westchester communities have such plans, that Pelham Village and Mount Vernon have no such plan.

The Chairman has reviewed the data presented by the parties. Twenty of 46 communities in Westchester County provide dental benefits to their police officers. In essence, the parties are agreed to this new benefit so long as its funding is diverted from what would otherwise be a larger wage increase. Accordingly, it is awarded that the next Agreement include a clause providing \$90 per unit member from which to provide individual and family dental insurance coverage effective June 1, 1979.

7. Binding Arbitration

Pursuant to Article XVIII, § 5, of the expired Agreement, grievances may be submitted to "advisory arbitration."

The Association proposes final and binding arbitration. Mr. Ralph Purdy testified that most communities in Westchester County have binding arbitration. The Village resists this proposal.

From a factual basis, there have been no grievances filed under the expired Agreement. This is used as an argument by the Village that binding arbitration is unnecessary, and as an argument by the Association that there is no reason for the Village to resist binding arbitration. The Chairman is sympathetic to the concept of binding arbitration, but believes this is a matter best left to the parties to work out in contracts subsequent to the present Award. Accordingly, it is awarded that there be no change in Article XVIII, § 5, of the Agreement.

8. Night Differential

At present there is no night differential. The men work on rotating tours of duty.

The Association proposes a new benefit of \$500 per year as a night differential, citing examples where such night differentials exist, e.g., Yonkers, which will grant a 5% night differential in 1980. Mr. Purdy, President of Tri-County Federation of Police, testified to night differentials of 10¢/hour for the 4:00 p.m. to 12:00 shift and 15¢/hour for the 12:00 to 8:00 a.m. shift in Ossining, which has a small police force comparable in size to that of Pelham Manor.

The Village resists this proposal. Village Trustee, John Hipp, who has oversight of the Police Department, testified that all the men are on a rotating shift, except for the Detective Sergeant. The Village also cites (Ex. V 28 and 29) the 1976 White Plains Fact-Finder's Report and Arbitration Award denying a night differential to White Plains police.

The Chairman notes that payment of night differentials is not a prevalent practice in police work where rotating shifts are common. If all share evening and night work equally, there is no need for a shift differential to be paid to those on the more onerous shifts as additional compensation. The Association has not presented adequate data to support their proposal. Accordingly, it is awarded that there be no provision of a night differential in the next Agreement between the parties.

9. Longevity Increments

Schedule A of the expired Agreement provides a section on longevity payments, as follows:

LONGEVITY

Effective June 1, 1977, in addition to the applicable wage scale set out above, longevity payments shall be made to eligible employees according to the following schedule:

<u>Consecutive Years of Service Completed</u>	<u>Longevity Payment</u>
fifteen (15) years	\$100
twenty (20) years	\$250
twenty-five (25) years	\$350

Longevity increases, where applicable, shall become effective on and shall be measured from the anniversary date of the employee's employment by the Village (original hire or latest hire, whichever is later). It is understood and agreed that the foregoing increments shall be cumulative.

The Association proposes, in lieu of the above, the following longevity payments:

<u>Years of Service</u>	<u>Longevity Payment</u>	<u>Cumulative Payment</u>
6	\$300	\$300
10	\$300	\$600
15	\$300	\$900

In support of its position, the Association cites the following communities in Westchester County with larger longevity payments than Pelham Manor:

Elmsford	\$900
North Tarrytown	5%
Tuckahoe	5%
Briarcliff	\$725
Bronxville	5%
Buchanan	\$900
Bedford	\$1000
Beacon	\$800
Carmel	\$800
Rye	15%
Yorktown	\$1000
Yonkers	9%
Putnam Valley	15%

The Village proposes the following modest improvement of the schedule:

LONGEVITY

Effective June 1, 1979, in addition to the applicable wage scale set out above, longevity payments shall be made to eligible employees according to the following schedule:

<u>Consecutive Years of Service Completed</u>	<u>Longevity Payment</u>	<u>Total</u>
ten (10) years	\$50	\$50
fifteen (15) years	\$100	\$150
twenty (20) years	\$200	\$350
twenty-five (25) years	\$350	\$700

Longevity increases, where applicable, shall become effective on and shall be measured from the anniversary date of the employee's employment by the Village (original hire or latest hire, whichever is later). It is understood and agreed that the foregoing increments shall be cumulative.

The Chairman has determined, by careful study of this benefit in the villages in Westchester County, which is the most relevant basis of comparison, that of the data

available for 20 villages, 14 pay \$700 or less in longevity payments and only six pay over \$700. The preponderance of most relevant comparative data, therefore, sustains the position of the Village. Accordingly it is awarded that the pertinent clause in Schedule A be amended to read as follows:

LONGEVITY

Effective June 1, 1979, in addition to the applicable wage scale set out above, longevity payments shall be made to eligible employees according to the following schedule:

<u>Consecutive Years of Service Completed</u>	<u>Longevity Payment</u>
ten (10) years	\$50
fifteen (15) years	\$100
twenty (20) years	\$200
twenty-five (25) years	\$350

Longevity increases, where applicable, shall become effective on and shall be measured from the anniversary date of the employee's employment by the Village (original hire or latest hire, whichever is later). It is understood and agreed that the foregoing increments shall be cumulative.

10. Salary Increases

The present schedule of per annum wages, excluding all fringes is the following:

Patrolman 1st Grade	\$17,250
Patrolman 2nd Grade	\$16,925
Patrolman 3rd Grade	\$16,600
Patrolman 4th Grade	\$16,365
Patrolman 5th Grade	\$14,025

Sergeant \$18,770
Sergeant Detective \$19,180

The Association proposes that:

Present Maximum (base \$17,250) to be increased at all levels as follows:

June 1, 1978 = 5%	\$18,112
Dec. 1, 1979 = 5%	19,018
June 1, 1979 = 5%	19,969
Dec. 1, 1979 = 5%	20,967

The Village proposes the following rates:

	<u>June 1, 1978</u>	<u>June 1, 1979</u>
Patrolman, 1st Grade	\$17,675	\$18,075
2nd Grade	\$17,350	\$17,750
3rd Grade	\$16,600	\$16,600
4th Grade	\$16,365	\$16,365
5th Grade	\$14,025	\$14,025
Sergeant	\$19,195	\$19,595
Sergeant Detective	\$19,605	\$20,005

The Village also proposes that the present appointment rate of \$14,025 be retained for new hires.

A quick comparison indicates that at the end of the contract period the Association proposal would bring the 1st Grade Patrolman to a figure of \$20,967, or 21.5% above the May 31, 1978 salary of \$17,250, while the Vil-

lage proposal would bring the 1st Grade Patrolman to a figure of \$18,075, or 4.8% above the May 31, 1978 rate. The Association proposal is far greater than justified by inflation or comparative data, and the Village proposal is unreasonably low. Both must be rejected as being essentially bargaining positions rather than the real final positions of the parties.

POSITION OF THE ASSOCIATION

In support of its position, the Association presents evidence and argument which is briefly summarized below.

- The Village had a margin of \$298,229 for 1978-79 within its constitutional tax limit which was unused and which is available for general village purposes, including salary increases for the Police Force. This constitutes an 11.8% ratio of unused margin (\$298,229) to operating limit of total tax power (\$2,535,273).
- This is not only an adequate margin but a well protected margin since tax exclusions total only \$57,480, or 2.2% of the total tax power of \$2,592,753.

- . The unused debt limit is 97% of the debt limit of \$8,873,454, or \$8,572,874. "It is obvious that the Village has yet to touch its debt capabilities and has no exposure in the form of debt exclusion (there are none). Such a condition is indicative of a community that can pay its capital expenses from operating income, a highly enviable and desirable position."

- . According to the Village's financial statement effective December 31, 1977, contained in its May 31, 1977 Report, the Village had unappropriated assets of \$144,010.66 which it could well afford to appropriate.

- . In the 1978-79 Budget, the Village has provided a contingency fund of \$86,000, as compared to the 1977-78 contingency fund of \$25,703.

- . Furthermore, revenues for 1978-79 are understated by from \$75,000 to \$99,000.

- . Also, while \$136,086 was reported in the May 31, 1978 Report of the Village as appropriated as a carry-over from the prior year, there remained \$113,517.43 in surplus funds which were not appropriated and remain available for contingencies. In summary of the financial condition of the Village, "The constitutional margins are very adequate. The financial condition of all funds are exceptional and all assets are secured. Due to the surplus assets in the amount of \$144,010.66; the budget contingency of \$86,000.00; and the understated revenues of \$75,000.00 the ability to pay a reasonable award should not be contested by the Village."

- . All Police Officers are appointed through a very difficult Civil Service competitive merit system, with eligibility open to Westchester County and the Counties of Putnam, Bronx, Queens, Nassau, Suffolk and Dutchess.

- . Police duties are broad-based including felonies, thefts, homicides, larcenies, aided cases and a heavy volume of

traffic control. Pelham Manor ranked highest in Westchester in frequency of reported major crimes per 1,000 population in 1976.

- As compared to the \$17,250 May 31, 1978 wage of a 1st Grade Patrolman:

Floral Park, Nassau County paid \$18,000 on May 31, 1977.

Lake Success, Nassau County paid \$18,561 on May 31, 1978 and will pay \$21,998 on June 1, 1979.

Riverhead, Suffolk County paid \$18,698 on May 31, 1978.

Southampton, Suffolk County paid \$19,266 on May 31, 1978.

Southhold, Suffolk County paid \$19,000 on May 31, 1978.

Briarcliff, Westchester County paid \$18,060 on December 31, 1978.

Mount Vernon, Westchester County paid \$19,010 on December 31, 1978.

Dobbs Ferry, Westchester County paid \$18,700 on December 31, 1978.

Pelham, Westchester County paid \$18,100 on December 31, 1978.

Pleasantville, Westchester County paid \$18,000 on December 31, 1978.

Scarsdale, Westchester County paid \$18,650 on December 31, 1978.

Tarrytown, Westchester County paid \$18,217 on December 31, 1978.

- . The Village of Pelham Manor and the Town of Pelham, of which it is one half, are a beautiful, wealthy, suburban community.

- . The salary relationships between the ranks should be maintained on a proportionate basis.

POSITION OF THE VILLAGE

In support of its position, the Association presents evidence and argument which is briefly summarized below.

- . According to testimony of Honorable Francis H. Ludington, Jr., Mayor of Pelham Manor since 1977:

- The New York Times article (Ex. A5) reporting a high level of crime in the Village was highly prejudiced and unfair and painted a false picture, because the crimes in the Village take place largely in the shopping center adjacent to New York City (Ex. V 1). There is a heavy flow of customers from the Bronx to the Village because the City's sales tax is 8% versus a sales tax of 5% in the Village shopping center (4% State and 1% County). Korvette's, located in the shopping center, contributes only 5% to 6% of Village property taxes, but absorbs a tremendous amount of police effort.

- The Village endeavored to get a 1% Village sales tax to help compensate for the extraordinary police work involved in servicing the shopping center, but this was vetoed by Governor Carey.
 - There is a reduction in assessed valuations in the Village over the past five years.
 - Furthermore, there is virtually no undeveloped land in the Village, which in all is comprised of a little more than one square mile. There is, therefore, little likelihood of growth in Village revenues, 85% of which are based on the property tax.
 - The Village is experiencing serious tax certiorari suits which are resulting in retroactive reductions of assessed valuations, e.g., a rebate of \$123,000 to Luciano and Company for 1973-75. The Village also lost a case to Korvette's and a major case is pending re. Sunoco. These tax certiorari cases are a major financial concern to the Village.
 - Police Professional Liability insurance has quadrupled in three years and now costs \$9,000/year.
- Honorable John Hipp, Trustee assigned to the responsibility of overseeing the Police Department and with prior experience as Trustee for Finance and Administration, testified:
- The primary new building permits issued in the Village are for minor additions.
 - The Village expects reductions in Federal funding in the future.

- The trend in the constitutional tax margin in the Village is down. It is now \$100,000 less than in 1977-78.
 - The Village has an unusual expense for a village, namely a "wholly paid" Fire Department, which it established because of concern for movement of traffic on the railroad and the New York Thruway and because of storage of chemicals near the Korvette store.
 - The Village has the fifth highest equalized tax rate among the 21 villages in Westchester County in 1977-78. As the Village was tenth in 1975-76, the present tax trend is frightening to the Trustees.
- . Although only \$86,000 is provided for contingencies in the Budget, the needs mounted to \$150,000.
 - . Pension costs are going up. The new cost to the Village is approximately 1.9% without any increase in wages (Ex. V 10).
 - . The current annual cost of a 1st Grade Police officer, including pensions and fringes is \$30,935.80 (or 179.34% of the May 31, 1978 base salary of \$17,250). (Ex. V 9.) Similarly, the 1978 increase of cost of health insurance premiums was .5% over 1977. (Ex. V 11.)
 - . The C.P.I. for New York and Northeastern New Jersey only rose 5.53% from June 1977 to June 1978.

- . Private industry fringe benefits are only approximately 30% as compared to the Village's fringe costs for Police of 79%.

- . From June 1, 1967 to December 1, 1977, the wage for 1st Grade Patrolman increased 113% compared to C.P.I. increase of 89.4%.

- . The selection by the Association of villages in Nassau and Suffolk Counties is not justified and irrelevant. The Village cites numerous communities 25-40 miles away, 40-70 miles away, 70-100 miles away where salaries are significantly lower than in Pelham Manor (Ex. V 14 A and B).

- . Police salaries are much higher than those of the C.S.E.A. unit and are higher than the Fire unit (Ex. V 21, 22 and 23).

- . Teachers in the Town of Pelham recently settled for a 5% increase for 1978-79 and 4.25% for 1979-80 (Ex. V 24).

- . The starting salary for Patrolman should remain at \$14,025, which is close to the average for villages in Westchester County (Ex. V 30).

DISCUSSION AND AWARD

The cost of a 1st Grade Patrolman including all fringes is estimated at approximately \$31,000. There are a total of 24 men in the unit. A 5% increase at full annual rate would cost the Village approximately \$37,200 for the year. A 6% increase would cost approximately \$44,640. An 8% increase would cost approximately \$59,520.

An analysis of the financial condition of the Village establishes (Ex. V 6) that the Village had a \$249,603.43 unexpended balance as of May 31, 1978. Of this figure, \$136,086 was appropriated for 1978-79, leaving an unencumbered, unappropriated balance (surplus) as of May 31, 1978 of \$113,517.43. This surplus was greater than the May 31, 1977 surplus. Furthermore, there is a constitutional tax margin for 1978-79 of \$298,229 (Ex. A 1). Also, although assessed values are going down, the equalization rate is also going down, so that the full value for 1977-78 was \$134,316,954 as compared to the full values of \$128,767,211 in 1974-75. Finally, the Mayor's Budget Message for 1978-79 states (p. 10), "The Board would like to report that the Village is in excellent financial condition."

The Chairman agrees with this Budget Message. The Village clearly has the ability to pay reasonable comparable wage rates. However, the availability of tax funds or capability does not require an excessively generous award not justified by the legislative standards.

It is noted that the available data for villages in Westchester County indicates an average increase in salary on December 1, 1978 over December 1, 1977 of approximately \$1,120; and that the wage increase in the sister village of Pelham was \$1,150 over the said year. It is further noted that Pelham Manor is approximately \$125 below the average of these villages. Furthermore, it makes sense that the awards made earlier in this report of one additional holiday effective June 1, 1978 (estimated at \$55 with the modified basis of payment of holiday pay) and increase in life insurance to \$10,000 (estimated to cost \$21 per person per year), dental insurance (\$90) and modest vacation increases (estimated to cost \$12 per person per year) be considered as part of the total package. These fringes amount to \$55 the first year and \$123 the second year, and they must be added to the award made below to gauge the full financial benefit to the unit members and the full financial cost to the Village.

The statutory provisions applicable to compulsory interest arbitrations pursuant to § 209.4 of the Civil Service Law provide, in part:

The public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

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 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.

Accordingly, taking into consideration all the aforesaid relevant criteria prescribed by the Law, and the requirements essential to the public interest and welfare and well within

the financial ability of the Village to pay, and taking into consideration the entire record, this Panel AWARDS as follows in regard to wages:

a. In addition to fringes awarded above, the 1st Grade Patrolmen shall receive increases as follows:

<u>Effective</u>	<u>Amount of Increase</u>
June 1, 1978	\$550
December 1, 1978	\$550
June 1, 1979	\$550
December 1, 1979	\$550

b. For Patrolmen on staff as of June 1, 1978, Patrolmen schedule steps below 1st Grade Patrolman shall be increased proportionately with rates rounded out to the nearest \$5.00.

c. The rank of Sergeant shall receive proportionate increases rounded to the nearest \$5.00.

d. The rank of Detective Sergeant shall receive proportionate increases rounded to the nearest \$5.00.

e. The May 31, 1978 appointment rate of \$14,025 shall remain unchanged for Patrolmen during the life of the new Agreement.

f. For Patrolmen hired after June 1, 1978, the following schedules shall be effective on the indicated dates:

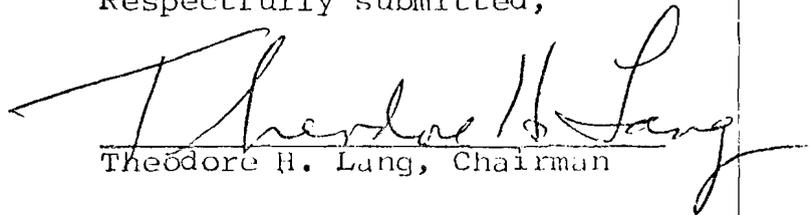
(1)	<u>Effective June 1, 1978:</u>	
	Patrolman 1st Grade	\$17,800
	Patrolman 2nd Grade	\$16,855
	Patrolman 3rd Grade	\$15,915
	Patrolman 4th Grade	\$14,970
	Patrolman 5th Grade	\$14,025
(2)	<u>Effective December 1, 1978:</u>	
	Patrolman 1st Grade	\$18,350
	Patrolman 2nd Grade	\$17,270
	Patrolman 3rd Grade	\$16,190
	Patrolman 4th Grade	\$15,105
	Patrolman 5th Grade	\$14,025
(3)	<u>Effective June 1, 1979:</u>	
	Patrolman 1st Grade	\$18,900
	Patrolman 2nd Grade	\$17,680
	Patrolman 3rd Grade	\$16,465
	Patrolman 4th Grade	\$15,245
	Patrolman 5th Grade	\$14,025
(4)	<u>Effective December 1, 1979:</u>	
	Patrolman 1st Grade	\$19,450
	Patrolman 2nd Grade	\$18,095
	Patrolman 3rd Grade	\$16,740
	Patrolman 4th Grade	\$15,380
	Patrolman 5th Grade	\$14,025

It is further awarded that all other terms and conditions of the expired Agreement be continued unchanged into the new Agreement except as the parties heretofore have reached agreement on amendments thereof, which are to be placed in the new Agreement.

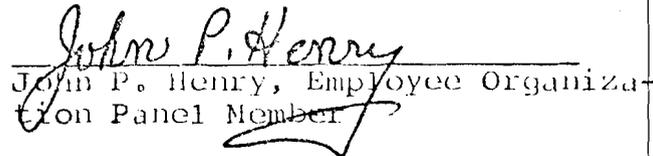
CONCLUSION

The fixing of salaries and terms and conditions of employment of Patrolmen, Sergeants and Detective Sergeants in the Village of Pelham Manor is long overdue. The period of contract and the salaries and terms and conditions of employment are hereby fixed by this Opinion and Award, pursuant to Article 14, § 209.4 of the Civil Service Law. Police protection is a most essential government function, and speedy implementation of this Award is in the best interests of the parties and of the people of Pelham Manor.

Respectfully submitted,


Theodore H. Lang, Chairman


Richard Blessing, Employer Panel Member


John P. Henry, Employee Organization Panel Member

M E S S A G E

TO []
 []

DATE
 SUBJECT I A 55 - PEB
 Pelham Manor - Police

AWARD

1. a) Police Officer Salary - 1st grade
 6/1/78 - \$50
 12/1/78 - \$50
 6/1/79 - \$55
 12/1/79 - \$55

- b) Sgt - Proportional increases rounded to nearest \$5
- c) Detective Sgt - Proportional increases for " " " \$5
2. Longevity: 10 yrs - \$50; 15 yrs - \$100 (\$150); 20 yrs - \$200 (\$350)

3. Vacation: 15 days vacation at 3 yrs and 20 days vacation at 10 yrs
 in Schedule of Agreement eff. 11/1/90

4. Holidays: From 11 to 12/27 @ same daily rates as used for vacation purposes
 Personal Days - No change except the three on the plan in one year (Franklin), eff. 11/1/78

5. Life Insurance - I increase to \$10,000 eff. 6/1/79
6. Full Paid Medical after Retirement - Request
7. Dental Insurance - 9% off family memberships eff. 6/1/79
8. Arbitration - Remains Advisory
9. Salary schedule for new hires
 note
 approach of \$14,025 to 1st grade rate in 4 approximately
 equal steps.

10. Police Officer steps below 1st grade proportionately increased
 rounded to nearest \$5

Long	Date	John Henry
TR	nl	NO
TR	nl	J.P.H.
TR	nl	X b
TR	nl	X a
TR	nl	J.P.H. 2
TR	nl	J.P.H. 3
TR	nl	J.P.H. 4
TR	nl	J.P.H.
TR	nl	J.P.H. 5
TR	nl	X 6
TR	nl	J.P.H. 7
TR	nl	X
TR	nl	J.P.H.
TR	nl	X

SIGNED