



After due and deliberate consideration of all of the evidence, facts, exhibits and documents presented and in accordance with the applicable criteria the Panel arrived at the Award which follows. The Panel was mindful at all times of the statutory requirements of Section 209.4 of the New York Civil Service Law (as amended July 1, 1977) such as, comparable wages, hours and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions of public and private employees in comparable communities; financial ability of the public employer to pay; required special physical, educational and mental qualifications, hazards of employment as well as job training and skills; the terms of the parties' previous collective bargaining agreements and such other factors which are normally or traditionally taken into consideration.

IN GENERAL:

1. The dispute involves the continued impasse between the Town and the P.B.A. over wages and fringe benefits for a new collective bargaining agreement to be effective as of January 1, 1978.
  2. The impasse was referred to the Honorable Frank McGowan, P.E.R.B. appointed mediator, but he was unable to resolve the dispute.
  3. The parties at the arbitration hearing, at the urging of the Panel, submitted for determination by the Panel the single issue: What salary increases shall be granted to the first grade patrolman for the two years beginning January 1, 1978 and ending December 31, 1979? The Panel pointed out to the parties, that if the Panel were to rule on a one year agreement that the parties had been bargaining for, it would expire almost simultaneously with the issuance of the Panel's Award.
  4. To enable the Panel to make its salary recommendations expeditiously so that employees could receive the recommended increase for 1978 in 1978, the P.B.A. agreed to withdraw its fringe benefit demands with the understanding that there would be a reopener on fringe benefits during the second year of the contract.
  5. The "position" of the parties and the Panel's "discussion" are only a summary and are not intended to be all inclusive.
- Hearings, analysis of the testimony, evidence, research and study of the issue in dispute have now been concluded and the Panel after due deliberation, consideration and evaluation makes its Findings and Award in the matter in dispute, which was the only issue submitted to the Panel.

STIPULATIONS BY THE PARTIES:

1. The same percentage increase granted to the first grade patrolman would be applied to the other categories to keep the same relative distances between ranks.
2. The Town has the "ability to pay". But, the Town said the taxpayers were not willing to pay more than the budget provided for they felt their taxes were high enough.
3. The Panel could recommend a two year salary increase if it also recommended a reopener for the second year of the contract on fringe benefits.
4. All items previously agreed to by the parties in their negotiations as set forth in the P.B.A. Petition for Arbitration addressed to P.E.R.B. dated July 19, 1978, are to be included in the new contract.

AWARD:

1. The terms and conditions of the parties' collective bargaining agreement which expired on December 31, 1977, be extended except as amended in accord with the P.B.A. Petition for Arbitration addressed to P.E.R.B. dated July 19, 1978, and as follows.
2. Fringe benefits may be renegotiated during the second year of the recommended two year collective bargaining agreement, i.e. 1979.
3. SALARY INCREASE:

Position of the Parties:

The P.B.A. sought a 10% increase and the Town offered a 5½% increase in each year of a two year agreement.

The P.B.A. argued that by reason of their training, experience, the salary comparisons and risk factors of their work (833 law enforcement officers killed nationwide from 1970 until October 1976), that the salary demanded of \$19,260. effective January 1, 1978, is more than fair and equitable to both parties. P.B.A. noted that the experience level of the entire force is 10.82 years experience.

In support of its salary demand, P.B.A. submitted evidence which it said indicated that their salaries had not kept pace with those of the surrounding communities and the meaningful efforts of the Westchester communities to bring police salaries to a common denominator. The Harrison first grade patrolman who was receiving \$17,566. in 1977 was increased to \$18,707. as of January 1978 and the Town of Rye increased its first grade patrolman from \$16,988. to \$18,347. as of January 1978. The Bronxville patrolman who was receiving \$17,765. as of June 1977, was increased to \$19,010. as of June 1978 and the Scarsdale patrolman was increased from the \$17,650. he received as of June 1977 to \$18,650. as of June 1978.

P.B.A. noted that historically the Town of Mamaroneck policemen were paid more than those of the Village of Mamaroneck, which was equitable since the municipalities are contiguous, both groups of employees do similar work except that the Town of Mamaroneck covers a larger area with a larger population.

In further justification of its demand, the P.B.A. called the Panel's attention to the following: 1) the first grade fireman in Larchmont was granted an 8% wage increase as of May 31, 1978 and will receive an additional \$1,100. increase as of May 31, 1979. 2) Employees of the Westchester Joint Water Works received a \$950. increase as of January 1978 and will receive an additional \$900. as of January 1979 and 3) the County Board of Legislators, despite tight budget conditions, is giving each of its members an 18% raise effective in 1980.

P.B.A. Maintained that in fashioning a wage increase for 1978, consideration must be given to the erosion in purchasing power which took place in 1977 as their salaries were established as of January 1977. The C.P.I. for 1977, was 5.06%, and for 1978 will probably be at least 50% higher than it was for 1977.

The Town, in turn, argued that the P.B.A. demand was unrealistic while its offer would keep the officers in line with existing wage levels in the area. Its 5½% offer would increase the first grade patrolman to \$18,568. putting him ahead of first grade patrolmen in Town of New Castle who are at \$18,272. and Village of Pelham who are at \$18,100 since 6/1/78.

It also indicated that the total unit cost to the Town of a first grade patrolman would be \$30,943. based on the initial Town offer of a 5% increase for 1978. Additionally, it pointed out that the Town will incur a total of \$2,094. a man for additional fringe benefits before any salary adjustments for 1979. "There has been a tremendous increase in the amount the Town must pay for these fringe benefits." The Town also called the Panel's attention to the fact that in the process of finalizing its budget for 1979, it appears that a 14.8% tax rate increase will be required.

"Needless to say this has caused consternation amongst the taxpayers and a large share of this increase is in fringe benefits to our employees. While these are not instant dollars to them, they are to those paying the bill."

DISCUSSION:

Section 209.4 of the Civil Service Law directs the public arbitration panel to "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/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 or 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."

Inasmuch as public employees are prohibited by law from withholding their services (may not strike) to achieve in collective bargaining what they consider to be equitable salary increases, public employers should be morally obligated in equity to treat them fairly and, if economic conditions permit, at least grant a salary increase that will restore to their employees the purchasing power they enjoyed at the start of their last contract year.

The public employer, however, must also be cognizant of the extraordinary pressures budget increases exert on its taxpayers. Thus, the duty imposed on the public employer is to strike an equitable balance between satisfying its mission of providing adequate public safety and meeting the financial needs of its taxpayers at a cost that does not place an undue tax burden on the taxpayers for whom the service is being provided.

The Panel has noted that Westchester communities during the past two years have granted and still are granting their police officers substantial salary increases. Note was also taken that it was stipulated at the arbitration hearing that the Town had the ability but not the willingness to grant more than the proposed \$968. increase.

In its deliberations, the Panel unanimously agreed that a two step salary increase was warranted for it would grant police officers the largest reasonable increase at the least cost and impact to the Town in the years 1978 and 1979.

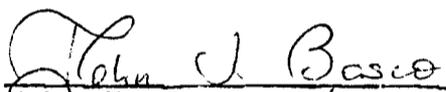
The following proposed increase compares favorably with the pattern of increases granted by other Westchester communities to police officers whose duties are similar to those of police officers in the Town of Mamaroneck; will help the Town of Mamaroneck police officers retain their relative position as to police officers in other Westchester communities, make some restoration of the officers' purchasing power and is within the Town's ability to pay.

AWARD OF THE ARBITRATION PANEL:

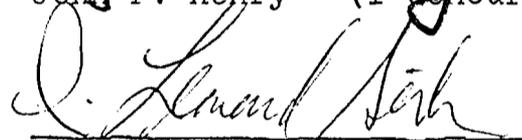
1. Retroactive to January 1, 1978, first grade patrolmen's salaries be increased by \$700.
2. Retroactive to July 1, 1978, first grade patrolmen's salaries be increased by \$700.
3. Effective January 1, 1979, first grade patrolmen's salaries be increased by three per cent (3%) or \$570.
4. Effective July 1, 1979, first grade patrolmen's salaries be increased by three per cent (3%) or \$587.

Dated: November 30, 1978

Respectfully submitted,

  
John I. Bosco (I concur)

  
John P. Henry (I concur)

  
I. Leonard Seiler, Chairman

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

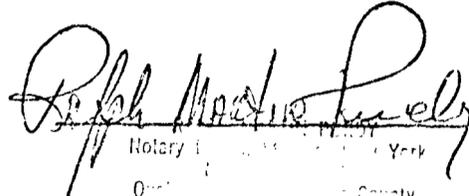
On this 5 day of Dec, 1978, before me personally came and appeared John I. Bosco to me known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.



CAROLE GAUTIERI  
Notary Public, State of N.Y.  
No. 60-8472825  
Qualified in Westchester Co.  
Term Expires March 30, 1980

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER ) ss:

On this 4<sup>th</sup> day of ~~December~~ 1978, before me personally came and appeared John P. Henry 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.

  
Notary Public in and for the State of New York  
Qualified in the County of Westchester  
My Commission Expires March 30, 1979

STATE OF NEW YORK )  
COUNTY OF ROCKLAND ) ss:

On this 1<sup>st</sup> day of December 1978, before me personally came and appeared I. Leonard Seiler 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.

  
expires 3/30/79  
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