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STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

CONCILIATION

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 In the Matter of the Impasse :  
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 between :  
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 Town of Ramapo :  
 :  
 and :  
 :  
 Ramapo Policemen's Benevolent Association :  
 :  
 CASE NOS: IA-84; M 78-458 :  
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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:  
Theodore H. Lang  
Baruch College of the City University of New York  
17 Lexington Avenue  
New York, N.Y. 10010

EMPLOYER PANEL MEMBER:  
Mr. Herschel Greenbaum, Esq.  
Town Attorney's Office  
Ramapo, N.Y.

EMPLOYEE ORGANIZATION MEMBER:  
Mr. Thomas W. Fitzgerald  
Sun City, Arizona

The New York Public Employment Relations Board, on or about  
January 10, 1979 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 Town of Ramapo (hereafter, the Town) and the Ramapo Police Benevolent Association (hereafter, the Association). The latest agreement (hereafter, Agreement) between the parties expired on December 31, 1978 with no agreement having been reached on a new contract for the one-year period from January 1, 1979 to and including December 31, 1979.

The efforts of the parties during the period of negotiation having proved unsuccessful, the Public Employment Relations Board assigned a Mediator to the impasse. The mediation effort was unsuccessful. On or about November 1, 1978, the Association petitioned for compulsory interest arbitration, listing 24 open items for a one-year agreement. The Town responded to the Petition on or about November 14, 1978, listing 13 proposals that it had made. Both parties asserted that no terms and conditions of employment had been agreed to.

Hearings were conducted by the Panel at the Ramapo Town Hall on March 2, 6, 18, and 19, 1979. The Town was represented by Honorable Kenneth Resnick, Esq., Ramapo Town Attorney; and

the Association's Attorneys were Furey and Kennedy, 4 North Main Street, Pearl River, New York, by James A. Fitzgerald, Esq., of Counsel. The parties were accorded ample and full opportunity to present exhibits and testimony. The hearings were recorded by Alpha Reporting Service. The parties declined the opportunity to submit briefs. There were eight joint exhibits, eight Association exhibits, thirteen Town exhibits, four Association witnesses, and one Town witness.

The Panel met in Executive Session March 1 and April 20, 1979 to discuss this arbitration.

All of the data received, oral and documentary evidence, statistical data and oral arguments have been carefully considered. Both parties relied importantly but not exclusively on comparisons with the neighboring towns of Clarkstown and Orangetown.

The Panel gave due consideration to the statutory provisions of the Civil Service Law, Section 209.4, Paragraph (v) requiring that:

.... 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.

After due deliberation, this Opinion and Award are rendered.

#### 1. Length of Agreement

Although the original formal positions of the parties were for a one-year agreement, in informal discussions, it was made clear to the Panel that the parties preferred a two-year contract. Accordingly, it is awarded that the Agreement between the parties be for the period from January 1, 1979 to and including December 31, 1980.

#### 2. Wages and Night Differential, and Differential between Ranks

With respect to these three issues, the Association requests: (1) a wage increase of 10% which appears to be closer to 15% as set forth in the Petition for Arbitration; (2) an increase of the

present night differential paid for the 12:00 midnight to 8:00 a.m. tour of duty from the present 5% to 20% and to include the 4:00 p.m. to midnight tour for a 20% night differential; and (3) that the present differential in base pay between the ranks, namely 12½% above the 1st Grade Patrolman base pay for the Sergeant and 12½% above the Sergeant base pay for Lieutenant be increased to 20% each. In support of its position, the Association points, among other arguments and evidence, to the following:

- For 1977, Police Officers took a total freeze in wages which no other Ramapo Department took and on January 1, 1978 received only a 4.75% raise putting them behind in the race to keep up with inflation.
- a 6% increase from \$19,104 to \$20,250 granted to Orangetown Police Officers effective January 1, 1979 and another 6% increase from \$20,250 to \$21,465 effective January 1, 1980.
- A 6% increase from \$19,960 to \$21,151.60 granted to Clarkstown Police Officers resulting from an Award, which is now in litigation.
- The present salary of \$19,427 in Ramapo is less than the average of the other two towns for the year 1978.
- Ramapo Police are receiving lower salaries than police in the Village of Spring Valley and the Village of Suffern.
- The Town of Ramapo acted, by contract with the C.S.E.A., to increase the salaries of affected employees in the Town by 6 3/4% effective January 1, 1979 and 6½% effective January 1, 1980.
- There has been a 12% increase in the Consumer Price Index in New York, N. Y. and Northeastern New Jersey from January, 1977 to January, 1979.

- The Town of Orangetown has a 15% differential between Sergeants and 1st Grade Patrolmen, with essentially the same duties and responsibilities as in Ramapo.
- The duties of Sergeant are significantly more responsible, and it takes a great deal of work to be promoted from Patrolman to Sergeant.
- The Town of Ramapo had a 15% differential between the ranks until it was reduced to 12½% by an Arbitration Award in 1976. From 1970 to 1976 the differential was 15%.
- The Lieutenant makes numerous responsible day-to-day operational decisions.
- The survey of police departments of the Town of Ramapo made by the International Association of Chiefs of Police, dated 1967, recommends a 15% differential between the ranks.
- Effective January 27, 1977, after the last contract was negotiated, Captain Miele assigned additional areas of responsibility to Sergeants and Lieutenants.
- As to the night differential, it is an accepted practice in private industry; Dr. Earl Zaidins in the 1975 Fact Finder's Report stated that the night differential was warranted; and, although Orangetown and Clarkstown do not have the night differential, it is, in effect, included in their base pay.
- The Town can afford to pay a reasonable and fair increase to its police officers.

The Town's position on salary is to offer a 2% increase for 1979 and a 2% increase for 1980. The Town also seeks to eliminate the night differential and to retain the present 12½% differential between the ranks. The Town's position is summarized below:

- As to the salary of 1st Grade Police Officers:
  - The average wages, including night differential, overtime and other wage payments was \$22,134 for 1978.
  - The average cost to the Town for one Police Officer, including wages and fringe benefits is \$34,825.
  - The total cost of the police, unit and non-unit employees, for 1979 is estimated to be \$3,200,000-- or approximately 45% of the overall revenue raised by taxation in the General and Part-Town Funds.
  - According to an area survey by The Times Herald Record of October 30, 1978, the City of Newburgh has an average salary of only \$13,235 for a Police Officer.
  
- As to the night differential, it is not justified because night work is inherent in the police nature of police business; neither Orangetown nor Clarkstown pay a night differential, nor does any other police department in the county except the Sheriff's Patrol and the Village of Spring Valley; it is unjustified to state that Orangetown and Clarkstown fixed their Police Officers' salaries with an implicit night differential; it is part of the basic job and the base salary to work the night shift, and almost all employees work the rotating tours.
  
- As to the differentials between the ranks: the Chief and the Captain are always reachable by telephone in the event of a real emergency. Therefore, the position of Lieutenant does not carry the full responsibility described by the Association; the actual dollar differential at present is almost \$2,500, which is adequate for the responsibility of the higher officer. This figure of \$2,500 based on a 12½% differential is more than the \$1,700 differential that existed in 1970 based on a 15% differential.
  
- As to the general financial aspects of the Town and the Town's ability to pay:
  - There will be a discontinuance of Federal anti-recession funds in 1979. Also, there will be a decrease in Federal CETA funds.

- There is an unavoidable mandatory increase for police fringes even without any increase of wages.
- The unappropriated surplus has been declining since 1975 from \$1,111,874 to the 1978 figure of \$542,300.
- The carryover of unexpended balances anticipated for the 1980 Budget is only \$200,000. In prior years it was as high as \$565,000.
- Ramapo's tax rate is higher than the comparable towns of Clarkstown and Orangetown. Comparable homes in Ramapo are taxed (total tax for all local purposes) more than in any other town in Rockland County.
- The Town has an outstanding long-term indebtedness of 27 million dollars.
- The growth of assessed valuations based on new construction has averaged slightly less than 1% for each of the past three years.

Discussion and Award on Wages, Night Differential and Differential between the Ranks

The formal positions of the parties as to wages are both unreasonable and inconsistent with the legislative standards.

A major criterion is a comparison with comparable communities. The most comparable communities are clearly Ramapo, Clarkstown and Orangetown. A comparison of certain essential terms related to the three issues herein discussed follows on page 9:

TOWN	POPULATION	# of Police	Salary-1st Grade Patrolman			Work Days	Night Differential	Rank Differential
		Staff	1978	1979	1980			
Orangetown	40,000	77	\$19,104	\$20,250	\$21,465	258	None	15%
Clarkstown	75,000	102	\$19,960	\$21,151.60	N.A.	249	None	12½%
Ramapo	55,000	78	\$19,427	open	open	258	5% for night shift	12½%

N.A. Not available. 1980 contract not yet negotiated.

Both Orangetown and Clarkstown received 6% increases for 1979, although the Clarkstown Award is being litigated by the Patrolmen's Benevolent Association which presumably seeks a greater increase. The Town has granted increases of 6 3/4% and 6 1/2% to C.S.E.A. employees for 1979 and 1980, respectively. The Consumer Price Index for this area has increased by 12% over the two-year period from January, 1977 to January, 1979.

As to ability of the Town to pay, it is clear that the Town's property owners are highly taxed. However, it appears that taxes have been contained in the past several years by excellent stewardship and financial management. The capital debt of the Town has apparently been declining. The total taxable assessed valuation of the Town has been increasing annually as indicated below:

1976-----	\$1,211,633,383
1977-----	\$1,248,554,047
1978-----	\$1,296,488,012

The bond ratings of the Town are deservedly good. It appears to be a well managed enterprise. The Town has the ability to pay a just and reasonable wage increase to its Police Officers.

It is noted that neither Orangetown nor Clarkstown pay a night differential. Night differentials are not the common

practice in police departments in Rockland County. It is possible to fashion a just and reasonable wage award, including longevity increments and rank differentials, which will justify and permit absorption and elimination of the night differential.

As to the differential in the ranks, it is noted that Orangetown pays 15%, the Town of Stony Point pays 25% to Sergeants and 7½% to Lieutenants--more generous even than Orangetown; the Village of Suffern and the Village of Spring Valley pay 15% differentials. The comparative data clearly support a rank differential of 15%. The other arguments of the Association are persuasive in this regard, as is the history of this issue in the Town.

Taking into consideration the comparative data, external and internal to Ramapo, the nature of police work and its strenuous requirements, the interests and welfare of the public and the ability to pay and the history of police negotiation in the Town resulting in a freeze in 1977 and a modest increase in 1978, which effectively worsened the real income of these employees since inflation far exceeded 5% over these two years, the Arbitration Board AWARDS:

- 6¼% raise to probationary Patrolmen and all Police Officers on all steps, rounded out to the nearest \$5 effective January 1, 1979.

- . 6% raise to probationary Patrolmen and all Police Officers on all steps, rounded out to the nearest \$5 effective January 1, 1980.
- . The night differential is deleted effective July 1, 1979.
- . Differentials between the ranks be increased to 13 1/2% effective January 1, 1979 and to 15% effective January 1, 1980, rounded in each case to the nearest \$5.

### 3. Longevity Increments and the Sector 7 Clause

These two issues are discussed together because the first involves an issue of great concern to the Association and the latter an issue of comparable concern to the Town. These two issues were first linked together in the negotiations for the 1974 Agreement when the two-tier longevity schedule was installed at the same time as the manning provision related to Sector Seven was written into the Agreement. Also, Sector Seven has been tied into discussions of still other issues historically.

At present there exist two schedules of longevity increments depending on date of appointment to the force. This is fully described by Article 5.2 of the 1977-78 Agreement between the parties, as follows:

#### 5.2 Longevity Pay.

Longevity pay shall be paid to present employees as of May, 1974 in seven (7) increments of \$425.00 each. Said increments shall commence after three (3) years employment.

Employees hired thereafter will receive five (5) increments of \$425.00. The first increment shall commence after seven (7) years of service and every three (3) years thereafter.

The Association seeks to restore the original schedule. The Town wishes to delete longevity increments for future appointees

and to grant only the next longevity increment due to present incumbents, which will be the incumbent's last longevity increment.

As to the second issue, Article 14 of the 1977-1978 Agreement deals with "Sector Seven" and reads as follows:

From Memorial Day through Labor Day, Sector Seven shall be covered by one car with two men from 3 p.m. to 7 a.m. At all other times, Sector Seven will be covered by two men in one car from 3 p.m. Friday to 7 a.m. Monday and holidays. Sector Seven will be covered by one car operated by one partolman during the times not previously outlined in this Article.

The Town seeks to delete this clause as it deals with the management of the Department. The Association wishes this clause retained in the Agreement.

#### POSITIONS OF THE PARTIES

The Association argues that the present two-tier system is divisive within the ranks and will lead to serious morale problems to the Association and to the Town; comparisons to Clarks-town (\$450 every three years) and Orangetown (\$450 every three years after the first six years of service plus \$450 at 15 years) justify the restoration of the old schedule; all police departments give longevity pay; the new schedule is inequitable to the new men now numbering eight out of the 73 Patrolmen.

The Town argues that longevity pay must be balanced against market conditions and against other items; that the time for longevity increments is past and such increments are no longer necessary for the purposes for which created.

Discussion and Award on Longevity Increments and Sector Seven

Each of these two items represents a thorn in the sides of one of the parties and will remain a generator of poor labor relations until solved. The Association has established by historical and comparative data the justification for modification of the longevity schedule bringing the conditions of the newer employees closer to those of the older employees. However, it is difficult to justify a longevity increment after three years of service when the basic salary schedule for the regularly appointed Patrolman has five grades.

As to the Sector Seven clause, which relates to a more difficult patrol duty and the manning therefor, the Association was unable to present comparative data justifying such a clause. Certainly, other police departments have these troublesome sectors. Yet, no evidence was forthcoming.

Accordingly, the following AWARD is made:

- The clause on longevity increments be amended to read as follows:

"Longevity pay shall be paid to employees in service by May 31, 197~~4~~ in seven (7) increments of \$425.00 each. Said increments shall commence after three (3) years employment.

"Employees hired on and after June 1, 197~~4~~ shall be paid longevity pay in seven (7) increments of \$425.00 each. Said increments shall commence after four (4) years employment."

- The Sector Seven clause (Article 14) shall be amended by insertion of the following sentence therein:

"This clause shall become inoperative and shall be considered to be deleted from this Agreement effective the first day of the month after the new communication system is effectively operating."

#### OTHER OPEN ISSUES

In addition to the issues discussed above, the Association has made proposals in the following areas: holidays, vacations, sick leave, personal leave, terminal pay conversion, grievance procedures, life insurance, union security, notice of change in shift, disciplinary procedures, call-in time, time off for Association President, Saturday and Sunday pay, social security, informational picketing, compensation given for off duty gun, pay day, and other working conditions. Similarly, the Town has made proposals in the following areas: union security, time off for Association President, vacations, holidays, personal leaves, hospitalization and health plan, promotion lists, sick leave, and other working conditions.

The evidence presented here has been carefully studied, and in regard to each of these items the proposer has failed to demonstrate by evidence adequate to satisfy the requirements for an award, that the proposed change be made. Therefore, it is awarded that there be no changes made in the contract between the parties in these areas.

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, or subsequent hereto will voluntarily reach agreement thereon.

CONCLUSION

The fixing of salaries and terms and conditions of employment of Patrolmen, Sergeants and Lieutenants in the Town of Ramapo 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 interest of the parties and of the people of the Town of Ramapo.

Respectfully submitted,

April 20, 1979

S/

Theodore H. Lang, Chairman

S/

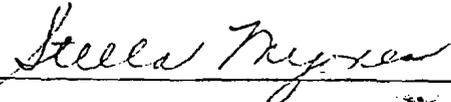
Herschel Greenbaum, Employer  
Member

S/

Thomas W. Fitzgerald, Employee  
Organization Member

STATE OF NEW YORK )SS:  
COUNTY OF ROCKLAND)

On the 20th day of April, 1979 before me personally came Theodore H. Lang, Herschel Greenbaum and Thomas W. Fitzgerald, to me known and known to me to be the individuals described in and who executed the foregoing instrument; and they duly acknowledged to me that they executed the same.



STELLA MYONES  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 8090125  
Qualified in Rockland County  
COMMISSION EXPIRES MARCH 30, 1981

