

designated a Public Arbitration Panel and appointed Edward Levin as Public Member and Chairman, Rodney Irwin as the Employer Member, and Ralph Purdy as Employee Member. The Panel was designated for the purpose of making a just and reasonable determination of this dispute.

A hearing on the matter was held on July 14, 1980, at the Village Hall, Pelham, New York. At that time each of the parties was afforded full opportunity to present evidence, testimony and argument in support of their respective positions. Each of the parties files post-hearing briefs with the Panel.

The eleven (11) issues in dispute are: 1) Duration; 2) Salary; 3) Work Week; 4) Holidays; 5) Personal Days; 6) Clothing Allowance; 7) Night Differential; 8) Dental Plan; 9) Hospitalization; 10) Longevity; 11) Terminal Leave. Set forth below are the Panel's findings and awards with respect to each of the outstanding issues.

I. DURATION

The term of the parties' previous collective bargaining Agreement was July 1, 1976 through May 31, 1979.

The Union seeks a two-year contract, asserting that a one-year agreement would cause an undue hardship on both of the parties since it is well over one year that the previous contract expired and negotiations for a new contract would have to start immediately after an award was rendered.

The Village also presented its requests on the basis of a two-year agreement.

The Panel agrees that the award of a one-year contract, given the length of time that has passed since the expiration of the parties' previous contract, would not be in the best interest of either of the parties, nor would it constitute a just and reasonable determination. Moreover, the requests of both parties were framed on the basis of a two-year agreement, which the Panel finds to be a reasonable contract term.

ISSUE NO. 1: DURATION

The AWARD of the Panel is a contract term of two (2) years, commencing July 1, 1979 through May 31, 1981.

II. SALARY

The Association requests a 15% increase per year for each police officer in each of the two years of the contract term, asserting that such an increase is necessary to bring police officers in Pelham up to a salary level equal to that of other villages police departments of the southern region of New York State having a population of 10,000 or less. The Association submitted into evidence a comparative analysis of 28 contracts of such police departments and asserts that the great majority of those contracts contains substantially greater economic packages than currently enjoyed by police in the Village. The Association also maintains that the report and testimony of

its consultant, Mr. Fennel, concerning the Village's finances indicates that the Village has the substantial ability to pay and that it has a stable and financially sound economic base. In comparison with other similarly situated police departments, the Association asserts that the Village has a low top salary of \$18,000.00 while other departments enjoy salaries of upwards of \$5,000.00 per year greater than that paid by the Village. The Association also points to the high inflation rate over the past two years and resulting loss of earning power.

The Village requests the adoption of offer of a 6% increase for each year of the proposed new contract. It bases its position on a comparison of salary increases of other employees of the village, including civil service workers and firefighters, as well as a comparison of salary increases in the neighboring communities of Westchester County (First Class Police Officers), Pelham Manor, Mount Vernon and New Rochelle. It does not view the 28 contracts submitted by the Association as necessarily comparable. The Village also points to the effect of inflation on its costs, and to the total benefit package offered to police officers, which the Village considers substantial and represents a significant cost.

In formulating its award on the issue of salary, the Panel notes first that it is mindful of the effect of

inflation on both employees and employers, and that it has considered the cost of all the demands in reaching a decision on each of the separate issues. Overall, the separate awards reflect the Panel's belief that the most equitable and reasonable application of available monies in this inflationary period should primarily go to salaries rather than to other fringe benefits.

Turning to the evidence and arguments submitted by the parties, the Panel finds that a comparison of salary levels of police officers in surrounding villages with those of Pelham Village indicate that salary levels in many other departments are substantially higher than the current levels in the Village. The Panel also notes that the Village has increased salary levels of its other employees by six to six-and-one-half per cent over a comparable time period. The Panel also considered the fact that for almost a year and a half the Village police officers have not received any increase. The Panel's award is within the range of the salary increases of other Village employees, based on the cost of the award to the Village. The award also seeks to keep Pelham Village salaries for police officers comparable with those of similar communities.

ISSUE NO. 2: SALARY

The AWARD of the Panel is the following:

Year I: June 1, 1979: 6.5% increase on the 1978-1979 base.

Year II: June 1, 1980: 4% increase on the current base.
December 1, 1980: 4% increase on the current
base.

III WORK WEEK

The Association requests that the hours Village police officers work be reduced from 39.5 hours per week for a total of 256.75 hours per year to 37.2 hours per week for a total of 249 hours per year. Of the 28 village contracts submitted by the Association into evidence, 27 departments work either 249 days per year or less. As to the duty chart requested, commonly referred to as a "5 tour and 72 hour swing" work schedule, the Association maintains it is commonplace in the region as well as throughout the State.

The Village requests that no language on work scheduling be included in the contract. It considers the current practice satisfactory and points out that contracts between the Village and the Firefighters and the Village and the Civil Service employees contain no provision on work scheduled.

While the parties' Agreement does not set forth provisions on work weeks, it appears that the Association and the Village have adopted work week practices satisfactory to both. The Panel encourages the parties to maintain their current practices on the scheduling of work weeks although the Association's request for contract language on the work week is rejected.

ISSUE NO. 3: WORK WEEK

The AWARD of the Panel is that no language on the work week be set forth in the Agreement.

IV. HOLIDAYS

The Association seeks the addition of two (2) paid holiday for a total of 13 paid holidays per year. It further requests that any police officer who works a tour of duty on a designated holiday be granted an additional one-half day pay. Of the 28 contracts submitted to the Panel, the average number of holidays provided by police departments are 12 with several departments providing 13 or more paid holidays per year.

The Village requests no change in the current number of paid holidays, 11 per year. It points out that the total benefit package provided in the Agreement between the Village and the police is substantially better than the benefits provided to Village Civil Service employees and Village firefighters. Under the existing contracts covering the same period of time as this contract, firefighters received 12 paid holidays and Civil Service employees 11 paid holidays.

The Panel finds that the facts support the awarding of one additional holiday, for a total of 12 paid holidays. Firefighters in the Village already receive 12 paid holidays. In addition, a comparison of holiday benefits paid to police officers in comparable communities indicates that the average

is 12 paid holidays, or better. With respect to the Association's request for overtime pay on holidays, however, the Panel finds no justification for awarding such additional pay.

ISSUE NO. 4: HOLIDAYS

The AWARD of the Panel is that the Agreement provide for one additional holiday, for a total of 12 paid holidays.

V. PERSONAL DAYS

The Association requests that the contract provide for five (5) days per year, which days police officers may take for any personal reasons at the police officer's own discretion. In exchange for this benefit, the Union is willing to give up the unlimited personal leave at the Chief's discretion, previously bargained for by the Association. It asserts that the Chief routinely denies requests for personal leave because of lack of manpower, and the Association maintains that insufficient manpower should not be a proper basis of denial if such manpower is the usual load of manpower of the department. Moreover, the Association maintains that five (5) personal days is the average number allowed by other village police departments in the region.

The Village requests that the current contract language on personal days remain unchanged. It points out that other employees in the Village, both Civil service and firefighters, have the same provision as that of police officers.

The Panel concludes that the current language on personal leave should be maintained. No evidence of abuse of discretion was presented by the Association, and the benefit now provided is comparable to that of other Village employees.

ISSUE NO. 5: PERSONAL LEAVE

The AWARD of the Panel is that the current language in the Agreement on personal days remain unchanged.

VI. CLOTHING ALLOWANCE

The Association requests that the current \$275.00 yearly clothing allowance be increased to \$300.00 annually and also seeks an additional \$100.00 to offset the cost of uniform cleaning and maintenance. The Union views this as a reasonable request in light of the inflation rate increase since 1976, and the increased cost of uniform and equipment purchases and cleaning. The Association maintains that the total cleaning expense per employee, per year, is at a minimum \$300.00.

The Village requests no change in the current provision on uniform allowances of \$500.00 for new hires and \$275.00 thereafter, particularly in light of the benefits offered to other units in the Village.

As the Panel indicated in its discussion on the issue of salary, it believes available monies should primarily go to increasing salaries rather than to other monetary fringe

benefits. The Panel also notes that the current level of uniform allowance is not out of line with that of other units in the Village as well as other villages in the surrounding area.

ISSUE NO. 6: CLOTHING ALLOWANCE

The AWARD of the Panel is that the current provision in the Agreement on clothing allowance remain unchanged.

VII. NIGHT DIFFERENTIAL

The Association requests that a provision for a night differential payment be set forth in the Agreement for work performed between the hours of 4 p.m. and 8 a.m. It asserts that rotating tours can be detrimental to an employee's health and that this benefit is an acceptable method of compensating police officers for having to work rotating tours of duty. The Association also maintains such a differential is a benefit routinely enjoyed by police officers throughout the region and the State.

The Village requests that no provision for a night differential be set forth in the Agreement. It points to the fact that no other unit in the Village has such a benefit, and several other police departments in the area do not provide such a benefit.

The Panel, as stated previously, has placed the primary emphasis of monetary compensation in salaries and does not

under the facts and circumstances presented here find a justification for the institution of a night differential. No other unit in the Village receives such a benefit, and several of the police departments in surrounding areas offer no such benefit. The Panel also notes that all police officers in the Village are rotated and therefore working on a night shift. The night shift is therefore included as a factor in establishing the regular pay schedule.

ISSUE NO. 7: NIGHT DIFFERENTIAL

The AWARD of the Panel is that no provision on night differential be set forth in the Agreement.

VIII. DENTAL PLAN & LIFE INSURANCE

The Association requests the institution of a dental plan and an increase in the current amount of \$5,000.00 of life insurance now provided. The Association asserts that a great majority of village police contracts submitted to the Panel include 100% dental coverage, and that they also provide between \$10,000.00 and \$25,000.00 life insurance. It also suggests that these benefits could be administered through the Tri-County Welfare Fund to help eliminate administrative costs.

The Village seeks no change in the current level of life insurance provided and requests that no dental plan be instituted. The Village points to the fact that no Village employees have a dental plan and that police officers' life

insurance coverage is equal to or substantially better than that offered to other employees of the Village.

While noting that other area police departments provide for dental plans as well as higher levels of life insurance than Pelham Village, the Panel considers these to be expensive benefits. The Panel does not believe it was presented with sufficient data on the cost of the Association requests. The Panel further notes that no other employees in the Village have a dental plan or a higher level of life insurance. It therefore must deny the Association's request.

ISSUE NO. 8: DENTAL PLAN & LIFE INSURANCE

The AWARD of the Panel is that the current level of life insurance in the Agreement remain unchanged and that no provision for a dental plan be set forth in the Agreement.

IX. HOSPITALIZATION

The Association requests that the Village extend 100% coverage for the State Hospitalization Plan to retired police officers hired after 1976, who now must assume 50% of the cost for themselves and 35% of the cost for their dependents. This comprehensive hospitalization is now fully paid by the Village for its active police officers, and the Association asserts most of the 28 contracts submitted for the region by the Association already extend this 100% fully paid hospitalization to retirees.

The Village requests no change in the current provision on hospitalization, and points to the substantial benefit already afforded police officers in Pelham Village.

The Panel notes that increasing hospitalization is a cost item and finds that insufficient cost data on which to make a determination was presented. Accordingly, the current provision is to remain unchanged.

ISSUE NO. 9: HOSPITALIZATION

The AWARD of the Panel is that the current provision in the Agreement on hospitalization remain unchanged.

X. LONGEVITY

The Association seeks improvement in longevity compensation, with the following changes:

<u>Current Increment</u>	<u>Requested Increment</u>
10 years: 1%	5 years: 1%
15 years: 2%	10 years: 2%
20 years: 3%	15 years: 3%

The Association maintains that this increase is justified as a way to give an increment to those police officers who have provided dedicated service for substantial periods of time and in recognition of the greater value to the department of greater service. According to the Association, the increase is also justified so that the value of the increment will keep up with the inflation rate, and justified on the basis of comparative contracts.

The Village requests that the current longevity increments be maintained. They view the longevity compensation at the present rate as reasonable and substantially better than that provided to other employees of the Village.

The Panel concludes on the basis of a comparison of longevity increments provided other employees of the Village as well as a comparison of longevity increments in surrounding areas that the current longevity compensation provided Village police officers is substantial and needs no adjustment at this time.

ISSUE NO. 10: LONGEVITY

The AWARD of the Panel is that the current longevity increments in the Agreement remain unchanged.

XI. TERMINAL LEAVE

The Association requests that for police officers for whom conditions warrant early retirement after 20 years of service, a reasonable terminal leave allowance be established to ease adjustment into civilian life.

The Village requests no institution of a terminal leave allowance after 20 years, and considers the current benefit package substantial and reasonable.

The Panel did not have sufficient data on which to base a finding on the institution of terminal leave compensation for early retirement, but it appears that there may be some

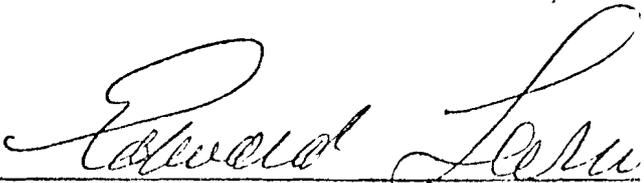
benefit derived by both parties by such a policy--the compensation to the employees on the one hand and the savings which would accrue to the Village on the other hand because of the differential in salary and pension contribution levels for new hires. The Panel urges both parties to explore the possibility of terminal leave for early retirement and to investigate more thoroughly how best to implement such a policy to meet their particular needs.

ISSUE NO. 11: TERMINAL LEAVE

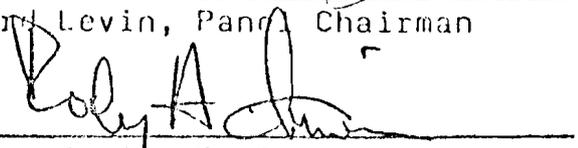
The AWARD of the Panel is that at the present time no provision for early retirement compensation be set forth in the Agreement, but the parties are encouraged to explore such a policy.

The Panel believes that this Arbitration AWARD represents a just and reasonable settlement of the contract dispute between the Village and the Association consistent with the requirements of the law.

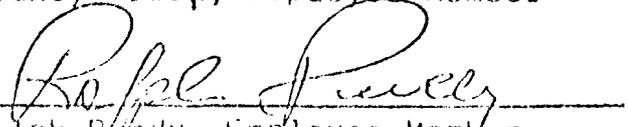
Date: September 23, 1980


Edward Levin, Panel Chairman

Date: 10/10/80


Rodney Irwin, Employer Member

Date: 10-6-80


Ralph Purdy, Employee Member

STATE OF NEW YORK
COUNTY OF NEW YORK ss:

Appeared before me this 23rd day of Sept., 1980, EDWARD LEVIN, to me known, who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

Melba Kay Harrison
MELBA KAY HARRISON
Notary Public, State of New York
No. 31-4713169
Qualified in New York County
Commission Expires March 30, 1982

STATE OF NEW YORK
COUNTY OF Westchester ss:

Appeared before me this 10th day of Oct., 1980, RODNEY IRWIN, to me known, who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

Robert M. Cleary
ROBERT M. CLEARY
Notary Public, State of New York
No. 03-5717775
Qualified in Bronx County
Commission Expires March 30, 1982

STATE OF NEW YORK
COUNTY OF Westchester ss:

Appeared before me this 7th day of October, 1980, RALPH PURDY, to me known, who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

Margaret Migliore
MARGARET MIGLIORE
Notary Public, State of New York
No. 60-4503190
Qualified in Westchester County
Commission Expires March 30, 1982



Tri-County Federation of Police, Inc.

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In the Matter of Arbitration between THE VILLAGE OF PELHAM and the VILLAGE OF PELHAM POLICE TAYLOR ACT COMMITTEE, the following is an opinion rendered by Ralph Purdy, the employee member of the Public Arbitration Panel.

The following opinion is in reference to the decision and award of the panel as submitted in Case #1A-148:M79-275. Regarding the issues that explained the award by the panel, I must indicate my opinions as dissenting, showing that the panel was not unanimous in its award.

ITEM 2 - Salary

It should be noted that this panel member did not agree, during the deliberations, with the salary structure. It is the opinion of this panel member that a benchmark figure of approximately \$21,000 should have been addressed more vigorously by the Chairman of the panel, rather than a 6.5% and an 8% figure. Although I disagree with this amount, I must sign in favor of it due to the fact that it requires two votes in order to at least obtain some type of salary benefit.

I must indicate my dissatisfaction because I believe very strongly that the Village of Pelham Police Officers should at least be brought up to par with contiguous communities as presented in the arbitration hearings. I, therefore, surface my dissent, but agree to Item #2.

ITEM 3 - Work Week

I dissent on this item because I feel that the Village of Pelham Police Officers are working more hours per week and more days per year than any other police department in the area. I feel that the duty chart should be represented in the contract on a five-day working tour and a 72 hour swing.

ITEM 5 - Personal Leave Days

Regarding this item, the Village did not present any evidence at the arbitration hearings which would substantiate their position that Personal Leave Days portion of the previous agreement should not be changed and, in fact, the only evidence submitted by the Village for other police departments (City of Mt. Vernon and the City of New Rochelle) provide for a defined number of Personal Leave Days per year. The further evidence of the Village on Personal Leave Days consisted of the Firefighters and C.S.E.A. contract with the Village. Both of these contracts continued under the previous practice Personal Leave Days but there was no specific amount as to the number or policy followed.

The evidence submitted by the PBA, in the form of twenty-eight (28) contracts for comparable police departments in the area, further supported the PBA position that there should be set forth a defined number of Personal Leave Days per year contained in the award of the arbitration panel.

I further strongly object to the introduction of evidence concerning Personal Leave Days by the Village's panel member during the Executive Sessions of the arbitration panel. The determination and award of the arbitration panel should be made under the procedures set forth in Section 209,4(iii) of the New York State Civil Service Law. To permit the Village panel member to submit evidence concerning the administration of Personal Leave Days during the Executive Session of the panel, therefore denied the P.B.A. the right of presenting argument and testimony in support of the PBA's position of a defined number of Personal Leave Days.

I, therefore, wish to express my dissent on Item 5 and strongly object to the procedures followed in the Executive Session of the arbitration panel.

ITEM 6 - Clothing Allowance

I believe that this item should have been approved and not, as the award indicates, remain unchanged. At this time, when a police department requires its officers to be presentable to the public, it is necessary that the uniform conform with this requirement. At the meager amount of \$275 annually, it is not sufficient to maintain a supply of clothing which is conforming to the position of a Police Officer.

ITEM 7 - Night Differential Once again, I dissent on this item. Two-thirds of a Police Officer's time is spent working nights. Some type of remuneration should be given so that a Police Officer will receive wage justification for these burdensome hours of night work.

ITEM 8 - Dental Plan and Life Insurance

I dissent on this item also due to the fact that many police departments, as has been indicated in the presentation before the arbitration panel, do have some type of dental and life insurance programs. The Village is opposed to this concept of allowing a dental plan for its employees, specifically, Police Officers and also to increasing the life insurance benefits. As you know, a Police Officer's job is most hazardous and, therefore, protection should be afforded in the area of life insurance and dental programs for the officer and his family.

ITEM 9 - Hospitalization

I dissent on this item due to the fact that many police departments do provide benefits for their retirees under hospitalization plans. As indicated at the hearings, where justification was made, most of the police departments within the area do pay 100% of the retirees' cost of hospitalization upon retirement. We all know that it is difficult to live on the limited benefits which are awarded to retirees and, therefore, some supplementation must be made in the area of providing better hospitalization benefits.

ITEM 10 - Longevity

I dissent to this item as well. I strongly believe that credible evidence was presented at the arbitration hearings that a reduction of years from 10 to 5, 15 to 10, and 20 to 15, would have been substantial periods of time in order to provide longevity increments as indicated: 1% after 5 years; 2% after 10 years and 3% after 15 years. I dissent to the fact that other panel members agreed that this remain unchanged.

Respectfully submitted,


Ralph Purdy
Employee Panel Member

RP:mjb

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----- X
In the Matter of the Compulsory Interest
Arbitration between :

CITY OF POUGHKEEPSIE :

- and - :

POUGHKEEPSIE FIREFIGHTERS, LOCAL 596, IAFF :

----- X

CONCILIATION
O P I N I O N
A N D
A W A R D

Case Nos. TA-42, M77-643

Before: Herbert L. Haber, Public Panel Member and Chairman
James E. Coombs, Esq., Employer Panel Member
Thomas J. Flynn, Employee Organization Member

On April 21, 1978, the Public Employment Relations Board, having determined that an impasse existed in the negotiations between the City of Poughkeepsie, hereinafter "City" or "Employer" and the Poughkeepsie Firefighters Local 596, IAFF, hereinafter "Firefighters" or "Association", established a Public Arbitration Panel pursuant to Article XIV Section 209 of the New York Civil Service Law for the purpose of resolving the dispute, and designated the undersigned to serve as the Public Panel Member and Chairman. Each party designated its partisan representative on the panel and agreed that the panel would render a final and binding award based on the record which would consist of the parties presentations at the hearings together with their briefs and exhibits. The parties further waived a written stenographic record of the proceedings.

Thereafter due notice having been given, full and open hearings were held in Poughkeepsie at the City Hall on June 15 and July 28, 1978* at which the parties appearing by S. James Mathews, Esq. for the

* another hearing was scheduled for June 21, 1978, but was adjourned without any proceeding.

Association and by Stephen J. Wing, Esq., City Corporation Counsel on its behalf, were afforded fair and ample opportunity to present testimony and argument and to offer documentation and data in support of their respective positions. Voluminous and exhaustive exhibits and studies were provided at the hearings and were supplemented by carefully drawn and skillfully argued post hearing briefs.

Subsequently, the panel met in executive session in Yonkers, New York on November 16, 1978, to review and consider the record and, following such review and consideration reached a unanimous accord on an award. The conclusions that follow are based on a careful examination and thoughtful weighing of the record in the light of those standards and criteria set forth in Section 209.4 (e) (v) of the Taylor Law which imposes upon the panel that it render a just and reasonable determination of the matters in dispute taking into consideration, as it deems applicable, 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. Such other factors which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment.

BACKGROUND

The parties are currently operating under a two (2) year collective bargaining agreement for the calendar years 1977 and 1978, which provided a \$500 wage increase effective January 1, 1977. That contract also provides, in Article IX, Section 2, that "[t]his agreement, insofar as it pertains to the salary schedule set forth..., may be reopened one time only by either party solely on the issue of a general adjustment in wage rates." The agreement further provides that any such modification shall be applicable on January 1, 1978. The Firefighter Union Local 596 International Association of Firefighters A.F.L., C.I.O. made such a request to reopen the subject of salaries within the contractually provided time.

Negotiations ensued and the assistance of a Public Employment Relations Board appointed mediator was secured. However, the parties have been unable to agree upon a wage adjustment and the Union petitioned for the designation of arbitration panel.

ISSUE

The parties have stipulated the sole issue in this proceeding to be:

Shall the Firefighters of the City of Poughkeepsie receive a salary increase as referred to in Article IX of the contract between the parties for the calendar year of 1978? If so, in what amount?

POSITION OF THE PARTIES

Although the Association originally proposed an across-the-board increase of \$2,350, a position that it maintained throughout the negotiations, it has modified that position to a new proposal for an increase

of \$1,960 for each member of the bargaining unit which it calculates as being a 15% increase for top step Firefighters. It justifies this demand on the basis of the cost of living increases over the contract period - as well as the long term increases - and on what it argues is the improper inequality - to the detriment of the Firefighter - between the salaries paid to Poughkeepsie police and Firefighters. The Association notes that in 1971 both groups received identical salaries and benefits but that since that time the police have pulled ahead in both salaries and benefits so that at the present time a patrolman in the City of Poughkeepsie receives \$14,245.73 as compared to the \$13,070.00 of the Firefighter. It argues that comparability as between the emergency forces has been historically recognized throughout the State and Nation, and by the City of Poughkeepsie for the period commencing over 50 years ago with the establishment of a paid Fire Department and continuing until 1971, and it urges a return to that comparability at least in so far as the adjustment of salaries can achieve that at this time. It further suggests that its salaries suffer by comparison to salaries paid to Fire Departments in other communities in the vicinity, a list of which it offers as part of its record, and it concludes by noting that it has been cognizant and sympathetic of the City's financial plight over the past several years, as was recognized by public statements made by members of the Common Council on the occasion of the closing of the 1977-78 contract in which they hailed the Firefighters "for the restraint and sensivity [shown] for the City's budgeting problems". It emphasizes that the City is not raising inability to pay issue and observes that "[N]ow that the City's financial picture has dramatically taken a turn for the better, it is now an appropriate time for Poughkeepsie in turn to show

'sensitivity" for the Firefighters' budgetary problems.

The City for its part, acknowledges that it is not raising a question of ability to pay and it points to its opening offer in these reopener negotiations of \$500 which is a similar amount as was negotiated by the Firefighters for the first year of this contract. The City notes that it has concluded a closed two year contract for 1977-78 with the other two bargaining units with which it negotiates, in which its settlements have been for \$500 in each of the two years with CSEA representing the City's civilian employees and for \$600 in each of the two years with the PBA on behalf of the police. It suggests therefore that its offer to the Firefighters is directly in line with these other settlements both in form and content. In addition to this argument of comparability, the City offers its own list of "appropriate" communities for comparison of salaries being paid to Firefighters, to substantiate its argument that its Firefighters are well in line with prevailing salaries.

The City goes on to argue that while cost of living increases are certainly relevant to these negotiations, they are only so with regard to the most immediate rises and it contends that these reflect about a 5% increase which it insists it has considered in its determination to offer the \$500. The City argues that it cannot be expected to make up the "whole" of cost of living increases - short or long range - and it further notes that it is unreasonable and implausible for the Firefighters to expect that it can achieve its announced goal of "parity" with police in one settlement - assuming that such parity is appropriate or justified. The City acknowledges the disparity between the salaries and benefits currently existing between its uniformed forces, but defends

them by observing that the changes in both contracts over the years were negotiated with the respective groups and the different patterns which evolved were as a result of differing goals over the years. The City concludes by urging that its offer of \$500 is fair, reasonable, and comparable and should be confirmed.

DISCUSSION

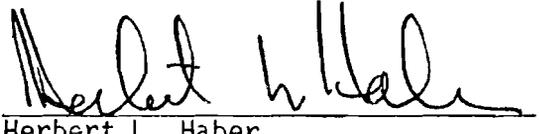
As was noted earlier, the parties have provided the panel with impressive documentation and support for their respective positions. They have treated those areas of criteria and standards deemed relevant by the statute and of importance by the panel. It is our considered judgment that no useful purpose is served by burdening this opinion with a further cataloging of that data and documentation offered or in an extended exposition of the arguments and justifications put forward by the parties. We have carefully analyzed the inflationary spiral and its impact on both the employees and the City and their response to it as reflected in the salary adjustments over the years; we have examined and evaluated the comparisons with Poughkeepsie Firefighters of the salaries paid in other Fire Departments in the cities as suggested by both parties; we have considered the pattern of related settlements made by the City with its other bargaining units and have studied the history of those settlements with particular attention to those made by the police and the Firefighters in recent years, and we have factored in such other data and elements as we have believed to be of consequence thereto. On the basis of this careful and comprehensive review, it is our determination that a fair and equitable resolution of this wage dispute is achieved with a recommendation of a salary increase to each member of the bargaining unit, effective on January 1, 1978, of \$800.00.

Accordingly, on the basis of the foregoing, this panel makes the following unanimous

RECOMMENDATION

An annual increase of \$800 shall be granted each member of the bargaining unit retroactive to January 1, 1978.

DATED: December 19, 1978



Herbert L. Haber
Chairman and Public Panel Member

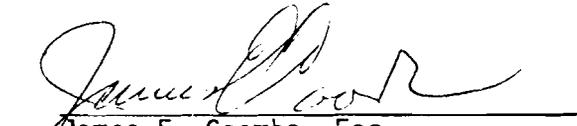
STATE OF New Jersey)
COUNTY OF Bergen) ss:



WILLIAM J. KINDERGERAN
NOTARY PUBLIC OF NEW JERSEY

On this Nineteenth day of December, 1978, before me personally came and appeared Herbert L. Haber, 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.

CONCURRING:
DATED: Jan 30, 1980.



James E. Coombs, Esq.
Employer Panel Member

STATE OF New York)
COUNTY OF Dutchess) ss:

On this 30 day of Jan, 1980, before me personally came and appeared James E. Coombs, 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.



DIANE ALDERSON
Notary Public in the State of New York
Residing in Dutchess County
Commission Expires March 30, 1980

CONCURRING:
DATED:

STATE OF)
COUNTY OF) ss:

Thomas J. Flynn
Employee Organization Member

On this _____ day of _____, 1978, before me personally came and appeared Thomas J. Flynn, 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.

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