

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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RELATIONS BOARD
OCT 27 1980
CONCILIATION

In the Matter of Arbitration Between }
TOWN OF TUXEDO }
and }
TOWN OF TUXEDO PBA }

AWARD
OF
ARBITRATION
PANEL

Case No. IA-80-5; M79-515

Before The Public Arbitration Panel

| | |
|-------------------------|--------------------|
| Arthur Moskoff, Esq. | Town Designee |
| Raymond G. Kruse, Esq. | Police Designee |
| I. Leonard Seiler, Esq. | Impartial Chairman |

APPEARANCES

For the Town:

| | |
|---------------------|---------------|
| Frederick Maute | Supervisor |
| J. Richard Vingello | Town Attorney |

For the P.B.A.

| | |
|-----------------|-----------|
| David J. Gannon | President |
|-----------------|-----------|

On July 16, 1980, the New York State Public Employment Relations Board having determined that a dispute continued to exist in negotiations between the Town of Tuxedo (hereinafter referred to as the "Town") and the Town of Tuxedo Police Benevolent Association (hereinafter referred to as the "PBA") designated the undersigned Public Arbitration Panel (hereinafter referred to as the "panel") pursuant to Section 209.4 of the New York Civil Service Law for the purpose of making a just and reasonable determination of matters in the dispute. The panel then proceeded under the applicable statutes, rules and regulations to inquire into the causes and circumstances of this continued dispute and at the conclusion of its inquiry made the findings and Award which follows.

A hearing was held on August 21, 1980, in the Tuxedo Police Station, at which time the parties were given ample opportunity to present oral and written statements of fact, supporting witnesses, and other evidence and were provided with the opportunity to argue their respective positions regarding this dispute.

The parties mutually agreed on August 21st, that the Town would submit its post-hearing brief by September 5, 1980. Following its receipt, the panel on September 8th, officially declared the hearings closed.

The Panel met in Executive Session on September 13, 1980. After due and deliberate consideration of all of the evidence,

facts, exhibits and documents presented and in accordance with the applicable criteria arrived at the unanimous Award which follows. The Panel in arriving at such determination based its findings on the mandated statutory criteria which follow: New York State Civil Service Law, Section 209.4(V); a, b, c and d:

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.

IN GENERAL:

1. The dispute involves the continued impasse between the Town and the PBA over the terms and conditions of a new contract to be effective as of January 1, 1980, the last two-year contract of the parties having expired December 31, 1979.

2. Prior to the request for the appointment of this Arbitration Panel the parties engaged in five negotiating sessions, the first four on their own and the last with the assistance of a PERB mediator.

3. The PBA at the arbitration hearing submitted for determination and Award by the Panel the following issues:

1. Term
2. Salary
3. Retirement Plan
4. Longevity
5. College Tuition Reimbursement
6. Life Insurance
7. Dental Plan
8. Vacation
9. Sick Leave Accrual

The Town responded to the above having submitted no issues of

its own.

4. The PBA represents four(4) patrolmen and two(2) sergeants.

5. The "position" of the parties and the Panel's "discussion" are only a summary and are not intended to be all inclusive.

Each of the above issues were considered separately and the Panel's determination on each issue is as indicated. Hearings, analysis of the testimony, evidence, the post-hearing brief filed by the Town, research and study of the issues in dispute have now been concluded and the Panel after due deliberation, consideration and evaluation makes its Findings and Award in the matters in dispute, which were the only issues submitted to the Panel.

BACKGROUND

The Town of Tuxedo, which is a separate entity from the Village of Tuxedo, is a very small community in southeastern Orange County where a preponderance of the land is undeveloped. It borders Haverstraw, Stony Point, and Ramapo in Rockland County.

Concerning the ability to pay, the Town maintained that it had a limited tax base in that: 1) some 50% of all the real property in the Town belonged to the Palisades Interstate Parkway and they set their own very low tax rate. 2) The Harriman family and City Investing, who own a good portion of the remainder, have brought certorari proceedings to reduce their taxes, and 3) Most of the balance is unimproved forestry property which carries a low tax rate. Town, also pointed out that it has a flexible zoning ordinance which permits development pursuant to principals for planned integrated development.

PBA, in turn, argued that the community, if not the Town officials, have discouraged any increase in the tax base by refusing to accommodate zoning changes for a Sterling Forest project and a request for over a 3,000 home development and the members of the PBA should not have to bear the burden of these determinations.

The Town of Tuxedo being a very small community employs only a six(6) man police force. Their 1979 payroll totaled \$92,930. plus \$1,500. for the two sergeants differentials. Thus, each 1% increase in wages for the unit equals \$944 less than \$1,000.

A major disagreement between the parties was whether to compare the police salaries of the Town of Tuxedo with those of communities in Orange County or with communities in Rockland County since the Town lies on the border of the two(2) counties. PBA maintained that it was proper to compare with Rockland for: 1) its members and the residents of the Town of Tuxedo shopped in Rockland County, 2) cost of housing in Tuxedo is more comparable

to Rockland County than Orange County, 3) police force assisted Village of Sloatsburg in Rockland County more than any other police department and 4) average family income of residents of Town of Tuxedo is double that of rest of Orange County and more akin to that of residents of Rockland County. PBA noted that its members enjoyed a relatively low level of salaries when compared with police salaries prevailing in Rockland County and contiguous communities. Town, in turn, argued that comparisons should be made with Orange County communities, the County in which Town is located, and where crime rates, sizes of police forces are more comparable.

OPINION AND AWARD

A. Term of Contract

Discussion:

Given the recent history of bargaining in this community: 1) the last contract commencing January 1, 1978 and ending December 31, 1979 was concluded by an interest arbitration award issued on May 10, 1979 and 2) negotiation of the current contract commenced on August 6, 1979 and is yet to be concluded—a long term contract is warranted. Otherwise, negotiations would have to begin immediately for the next contract if the Panel were to award a one year agreement.

A long term contract would permit a respite from negotiations and allow the parties to concentrate their time and energies on public safety, their primary mission. Additionally, it would enable them to take a more detached look at their next contract negotiations.

Section 209.4 of the Civil Service Law limits the Interest Arbitration panel to a maximum of period of two(2) years, which is the length of the parties' expired contract.

AWARD

A two(2) year agreement to commence January 1, 1980 and to terminate December 31, 1981.

B. Salary

PBA sought a 15% salary increase in each of two years. Town offered 6% plus step.

Position of PBA

In support of its position, PBA introduced the March 7, 1980 Interest Arbitration Award rendered in the Village of Sloatsburg, which abuts the Town of Tuxedo, that awarded six increases which

raised their police officer salaries from a low of \$11,772.80 and a high of \$14,976 over a two year period, to a five step salary schedule ranging from \$12,000 at the probationary level to \$19,000 at the top grade. This was in addition to longevity payments.

It submitted the following comparison of 1979 wages for all contiguous communities to Tuxedo (PBA Exhibit H) which shows that "the average among the other communities is more than 17.1% higher than Tuxedo's average."

| <u>Community</u> | <u>Start</u> | <u>Top</u> | <u>Average 11 Steps</u> | <u>Sgts.</u> |
|------------------|---------------|------------|-----------------------------|--------------|
| Tuxedo | \$ 9,775 | \$16,250 | \$14,397 | \$17,000 |
| Haverstraw | 12,354/13,331 | 19,995 | 18,472 | 21,867 |
| Monroe (V) | 11,200/11,688 | 15,118 | 14,236 | 15,588 |
| Ramapo | 11,580/12,335 | 20,640 | 18,706 | 23,220 |
| Ringwood | 11,954/12,861 | 18,847 | 17,710 | 19,969 |
| Stony Point | 13,339 | 20,698 | 18,638 | 23,802 |
| Warwick | 9,653 | 18,840 | 14,664 | 10.25% |
| Woodbury | 10,500 | 15,580 | 14,718 | 17,719 |

The "Average 11 Steps" was used because this is the number of steps that the Town of Tuxedo has and the column shows the average wages a patrolman would earn over a period of eleven years.

Additionally, PBA noted that the Consumer Price Index information through the month of June, 1980 shows a rise of 14.3% since June 1979 (PBA Exhibit G).

Position of the Town:

Town, pointed to the 5.5% 1980 and 1981 salary increase in Warwick and 6% increase in 1981 for New Windsor as justification of its offer of 6%.

It submitted the following salary and longevity comparison of police contracts for 1980 Orange County communities (Town Exhibit 11):

| <u>Community</u> | <u>Salary</u> | <u>Longevity</u> |
|--------------------|--------------------------------|---------------------|
| Tuxedo (actual) | \$15,254-16,738 | None |
| Middletown (city) | 13,456-15,283 | \$500 |
| Port Jervis (city) | 9,500-11,800 | X |
| Newburgh | 11,401-14,678 | 300 (10 yrs) |
| Greenwood Lake | 9,450-12,790 | 50 (5 yr) 25 |
| Walden | 10,674-13,465 | 150 (7 & 10) +50 |
| Warwick | 9,940-14,000 | X |
| Crawford | 10,500 + 7% pr yr to 15,750 | X |
| New Windsor | 13,443-17,106 | X |
| Woodbury (7 men) | 12,375-15,980 | X |

| | |
|---------------------|---------------|
| Walkkill | \$4 per hour |
| Wald Mt. Hope | 3.50 per hr |
| Monroe | 11,100-14,854 |
| Tuxedo Park (4 men) | 14,268-15,018 |

no benefits
no benefits
X

Discussion:

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 employees both at a cost that does not place an undue tax burden on the taxpayer for whom the service is provided.

Despite enormous tax burdens, citizens appear willing to pay reasonable compensation for continued effective police work and the advantages that flow there from for the community. The different views of what is reasonable is what has prevented the parties in this impasse from reaching agreement on the terms of a new contract.

In arriving at its Award the Panel was ever mindful of the statutory criteria of Section 209.4 of the Civil Service Law. These criteria were previously cited in this Award.

Erosion of purchasing power for public employees is somewhat cushioned for sharply increased health care costs, which are a significant component of the Consumer Price Index computation, are borne for them and their dependents by the Town. Likewise, few, if any, PBA members are purchasing new homes with the higher mortgage rates and increased construction costs that prevailed in the year June 1979 to June, 1980, which are also important in computing the C.P.I. Additionally, the Town purchases the and assumes the full cost of the reasonable cleaning of uniforms original uniforms, replacement uniforms/as well as the purchase of ammunition. Thus, it is obvious that the PBA members are not subject to the full effects of the recent steep rise in inflation.

As indicated previously each 1% increase granted to all PBA members is equal to less than \$1,000. This sum is not beyond the ability of the Town to pay, though it may be unwilling to rearrange its budget priorities to free this money.

Because the Town of Tuxedo is on the Orange-Rockland County line the Panel has for comparison purposes paid particular attention to salaries paid and increases granted police officers in surrounding communities in both Orange and Rockland Counties as well as neighboring New Jersey.

When Tuxedo's eleven (11) step salary schedule is considered, salaries of Tuxedo policemen are more than \$4,000. behind those of the contiguous Rockland County communities of Haverstraw, Stony Point and Ramapo. Tuxedo police salaries also appear to be low in comparison to the Orange County contiguous communities of Warwick, Monroe and Woodbury, though there was some disagreement between the parties as to what the salaries are. Tuxedo, also,

comes out second best when compared to the contiguous community of Ringwood in New Jersey.

The Panel took note of the fact that many of the communities in both Orange and Rockland County granted their police officers longevity, whereas Tuxedo does not and vehemently opposes it.

In determining a just and reasonable salary increase the Panel considered various approaches and alternatives and in doing so took note of the fact that: 1) in the previous contract between the parties (Joint Exhibit 1), placement on the eleven step salary schedule of existing members of the force was one (1) step lower than actual years of service and 2) the Town maintained that there was a ready availability of candidates at the present starting salary.

Keeping all of the foregoing in mind, the Panel has awarded a wage adjustment which hopefully will restore for police officers some loss of purchasing power. Simultaneously moving their wage structure closer to that of other police employees performing similar work in comparable communities, while staying within the Town's ability to pay.

AWARD:

For 1980:

1. Starting salary remain "as is" for 1980.
2. Steps "After 1 year" through "after 10 years" be increased 7% effective January 1, 1980.
3. Steps withheld in the previous contract be restored so that placement of existing members of the police force on the salary schedule coincides with their actual years of service.
4. The differential for sergeants be increased to \$1,000.

For 1981:

1. All steps in the salary schedule be increased 7% effective January 1, 1981.

C. Retirement Plan

PBA requested that its retirement plan be improved to one providing 25 years, no age minimum @50% plus 1/60 as per statute.

Town objected saying it was far too costly.

Discussion:

None of the six men in the police force are anywhere near 25 years of service and the change proposed is very costly to the Town. The Arbitration Panel recognizing that in today's fiscal climate there are limited dollars available for contract improvements chose to use those limited dollars to improve other contract benefits.

AWARD:

PBA request for improvement of their retirement plan be denied.

D. Longevity

PBA sought the addition of a longevity plan to recognize service and experience.

Town was adamant in its refusal to grant longevity.

Discussion:

The Public Arbitration Panel noting the fact that most men are still receiving step increments, strenuous opposition of the Town to longevity, and that it increased the sergeant's differentials, has decided that funds that would be used for introduction of longevity increase would more profitably be distributed among the above and other items that are more pressing at this time with respect to salaries and working conditions.

AWARD:

PBA demand for longevity be denied.

E. College Tuition Reimbursement

PBA asked that Town reimburse police officers 1/2 their cost of college tuition.

Town refused this demand.

Discussion:

No police officer is attending college this year. Two police officers have done so in the past six years.

In today's difficult economic times with demands by the overburdened taxpayer to hold the line on taxes, whatever monies are available, the Panel put into wages which benefits all the police officers.

AWARD:

PBA Proposal be rejected.

F. Life Insurance

PBA proposed that present life insurance coverage be increased from \$14,000 to \$20,000 per employee.

Town felt that \$14,000 was adequate.

Position of the Parties:

In support of its proposal, PBA stated that police work is a hazardous occupation, the ultimate hazard being death in the line of duty and this should not go unnoticed.

Discussion:

There is no question that police work is a hazardous profession and that families should be given some protection if a police officer gives his life in the line of duty, even though the man and his family were aware of the risks when he assumed his job. The present coverage of \$14,000 is less than police officer's present annual salary and will not go far in today's times while the family has to adjust to the loss of their bread-winner. Thus, some improvement is called for.

AWARD:

Effective as soon as possible, but no later than January 1, 1981, life insurance coverage per employee be increased to \$20,000.

G. Dental Plan

PBA demanded GHI M-1 Dental Plan 100% fully paid by the employer.

Town rejected this demand.

Position of the Parties:

PBA Maintained that dental coverage was commonplace for policemen.

Discussion:

Panel believes it is better to utilize whatever monies are available for increases in salary which everyone equally enjoys than in new fringe benefits such as dental which is unequally enjoyed.

AWARD:

PBA demand be denied.

H. Vacation

PBA asked that their present vacation schedule start one year sooner and an additional week of vacation be granted after 12 years.

Town felt that there was no need to change it.

Discussion:

The present schedule does not appear to compare too unfavorably with other comparable communities and as previously stated the Panel has opted to put whatever limited monies are available into salary increases.

AWARD:

PBA request be rejected.

I. Sick Leave Accrual

PBA stated that the present 120 days of sick leave accrual be doubled to 240 days, a benefit which would not cost the Town anything.

Town refused.

Discussion:

Most comparable communities offer their police officers the right to accumulate more than 120 days of sick leave because it is an incentive not to use it and the Town does not have to have other officers cover on overtime. There is no cost to the Town to grant additional accrual time.

AWARD:

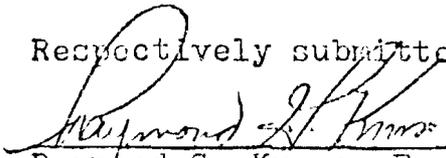
Effective January 1, 1980, sick leave accrual be increased from 120 to 180 days.

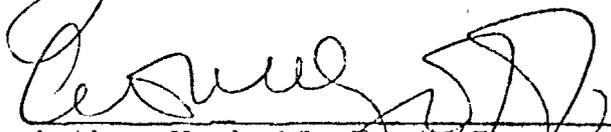
The Panel Chairman commends his fellow Panel Members for their cooperation under the provisions of the Interest Arbitration Law in arriving at this unanimous decision. Hard, intelligent bargaining on their part led to compromises which made the

unanimous Award possible.

Dated: October 16, 1980

Respectively submitted,


Raymond G. Kruse, Esq. (I concur)

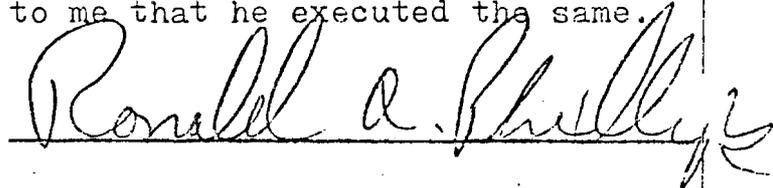

Arthur Moskoff, Esq. (I concur)


I. Leonard Seiler, Chairman

STATE OF NEW YORK)
COUNTY OF ROCKLAND)ss:

On this ^{13th} day of October, 1980, before me personally came and appeared Raymond G. Kruse 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.

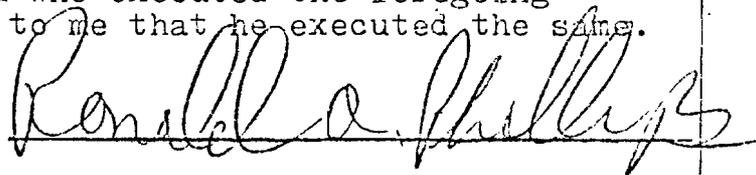
RONALD A. PHILLIPS
Notary Public, State of N.Y.
No. 44-4520123
Qualified in Rockland County
Term Expires March 30, 1982



STATE OF NEW YORK)
COUNTY OF ROCKLAND)ss:

On this ^{16th} day of October, 1980, before me personally came and appeared Arthur Moskoff 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.

RONALD A. PHILLIPS
Notary Public, State of N.Y.
No. 44-4520123
Qualified in Rockland County
Term Expires March 30, 1982



STATE OF NEW YORK)
COUNTY OF ROCKLAND)ss:

On this ^{18th} day of October, 1980, 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.

RONALD A. PHILLIPS
Notary Public, State of N.Y.
No. 44-4520123
Qualified in Rockland County
Term Expires March 30, 1982

