

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Interest Arbitration between :

CITY OF MOUNT VERNON : O P I N I O N

- and - : A N D

POLICE ASSOCIATION OF THE CITY OF MT. VERNON : A W A R D

----- X Case No. IA-80-2;  
M79-497

APPEARANCES:

For The City:  
Rains & Pogrebin  
Bruce R. Millman, Esq.  
Ernest R. Stolzer, Esq.  
of Counsel

For The Union:  
Richard Hartman  
Reynold A. Mauro, Esq.  
of Counsel

STATE PUBLIC EMPLOYMENT  
RELATIONS BOARD  
**RECEIVED**  
JUN 15 1981  
**CONCILIATION**

On May 6, 1980, the Public Employees Relations Board, having determined that an impasse existed in the negotiations between the City of Mount Vernon, (City) and the Police Association of the City of Mount Vernon, (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. It designated as members of that panel

Herbert L. Haber, Public Panel Member and Chairman  
Terence M. O'Neil, Employer Panel Member  
Richard Hartman, Employee Organization Panel Member

Thereafter, due notice having been given, full and open hearings were held in Mount Vernon at the City Hall on July 23, September 22, September 30, November 7, 1980, and on January 21, 1981, at which the parties, appearing by counsel, were afforded full and ample opportunity to present testimony and argument and to offer documentation and data in support of their respective positions. The parties waived a written stenographic record of the proceedings and agreed that the panel's final and binding award would be based on the oral presentations and exhibits offered at the hearings by the parties, as supplemented by their post hearing briefs. Those briefs were received and the hearings closed on April 22, 1981.

Following the close of the hearings, the Panel met in executive session on April 30, 1981, to review and consider the record made on the following items submitted for determination:

Duration of contract, annual salaries, grade differentials, overtime, night differential, retired members' hospitalization, work week, longevity, holidays, compensatory time, life insurance, sick leave, vacation, personal days, clothing allowances, bereavement leave, and association leave.

The conclusions that follow are based on a careful examination and thoughtful weighing of that record made by the undersigned chairman in the light of those standards and criteria set forth in Section 209(4)(c)(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. 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."

The executive session involved considerable and lively debate among the panel in which the City and Association members vigorously pursued the positions of their principals, and the award reflects laudable compromise on the parts of all concerned.

At the hearings, the parties provided voluminous and exhaustive exhibits, comparisons and studies in concert with the testimony of expert witnesses: in addition to seven joint exhibits, there were 58 Union exhibits and 46 City exhibits. Edward Fennel, the Association's Municipal Finance Consultant, and Howard Nelson, the City's Chief Accountant, set forth, at considerable length, their opposing views of the City's ability to pay, and John P. Henry, the Director of Labor Relations for the Tri-County Federation of Police, provided much valuable information concerning patterns and comparisons of police working conditions in the County. No useful purpose is served by burdening this report with a cataloguing of that data and documentation offered, or in an extended exposition of the arguments put forward by the parties. Suffice it to note that:

1. It has been well established, and acknowledged by the Association, that the frame of reference for "the comparison of the wages, hours and working conditions of employment" is appropriately limited to the Cities of White Plains and New Rochelle, and that particular attention has been given to the recent awards and settlements made in those communities affecting their police units;

2. While there is little doubt that the financial condition of Mount Vernon - and most other municipalities in the

northeast - continues to be difficult, if not precarious, it is obvious that the inflationary spiral has also affected the City's employees, and equity demands that their situation be given some attention by their employer. That the City recognizes and accepts this responsibility is manifest by the settlements it has concluded with others of its employees. We are mindful of these settlements and have considered the relationship of this award, as to costs to the City and benefits to the police, with those other settlements as appropriate; and,

3. The award has been constructed consistent with the points mentioned above. Those demands which are not referred to in the award, and are therefore denied, have been rejected either because they were too costly, did not fit into comparable patterns, or, as in the instance of the request for overtime improvements, had been recently modified and have not been in effect for a sufficient period of time to permit a reasonable judgment of the need for further improvement.

Accordingly, it is the judgment of the chairman that a fair and equitable resolution of this dispute is achieved by the following:

AWARD

1. Duration

The current Agreement, unchanged in all of its provisions except as they shall be specifically modified by agreement of the parties or as provided in this award, shall be continued for two (2) years commencing on January 1, 1980.

2. Wages

A. All patrol grades, with the exception of the entry level, shall receive adjustments in amount and date as follows:

Effective January 1, 1980 . . . . .	\$800
July 1, 1980 . . . . .	\$400
January 1, 1981 . . . . .	\$800
July 1, 1981 . . . . .	\$400
October 1, 1981 . . . . .	\$550

B. Entry level grade shall be adjusted in amount and date as follows:

Effective January 1, 1980 . . . . .	\$750
Effective January 1, 1981 . . . . .	\$750

C. Superior officer grades shall be adjusted on the indicated dates for patrol grades so as to maintain the existing differentials between all of those grades.

D. Effective July 1, 1981, grades within the detective category shall be eliminated and the detective differential shall continue to be \$500 over that of a first grade patrolman.

3. Uniform Allowances

A. The uniform maintenance allowance shall be increased by \$25 effective in 1981.

B. In the event a major change in uniform is ordered, the City shall provide at least nine (9) months notice and shall assume 60% of the cost of the initial issue of that change in uniform. Changes which might, for example affect chevrons, buttons, ties, trouser stripes, etc. shall not be considered a major change as contemplated by this provision.

4. Changes in Sick Leave and Personal Day for New Hires

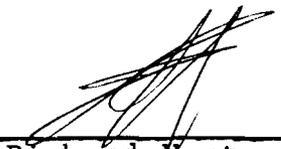
A. Employees hired after July 1, 1981, shall be entitled to 12 days of sick leave annually.

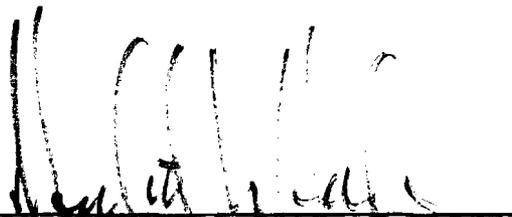
B. Employees hired after July 1, 1981, shall be entitled to only one (1) personal day annually until they reach first grade.

5. Overtime

The parties are directed to meet before the commencement of the next round of negotiations to review, analyze and evaluate the Department's operating experience under the overtime provisions established in the last contract between the parties.

DATED: June 1, 1981

  
\_\_\_\_\_  
Richard Hartman  
Employee Organization Member

  
\_\_\_\_\_  
Herbert L. Haber  
Public Panel Member and Chairman

  
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Terence M. O'Neil  
Employer Panel Member

STATE OF *New Jersey* )  
 ) ss:  
COUNTY OF *Bergen* )

On this 1<sup>st</sup> day of June, 1981, 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.

*Lillian J. Kindergan*

LILLIAN J. KINDERGAM  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES March 30, 1982

STATE OF *New York* )  
 ) ss:  
COUNTY OF *Nassau* )

On this 5<sup>th</sup> day of June, 1981, before me personally came and appeared Thomas M. O'Neil 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.

*Leila Krin*

LEILA KRIM  
Notary Public, State of New York  
No. 30-4729622  
Qualified in Nassau County 82  
Commission Expires March 30, 1982

STATE OF )  
 ) ss:  
COUNTY OF )

On this 16 day of June, 1981, before me personally came and appeared Richard Waldman 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.

*Reynold A. Mauro*

REYNOLD A. MAURO  
Notary Public, State of New York  
No. 52-4889116  
Qualified in Suffolk County  
Commission Expires March 30, 1982

STATE OF NEW YORK  
PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of the Interest Arbitration between  
CITY OF MOUNT VERNON

Case No. IA-80-2;  
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- and -

CONCURRING OPINION

POLICE ASSOCIATION OF THE CITY OF MT. VERNON

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Although I have executed the Award as the Employer member of this Panel, there are certain problems raised by the Award which require additional comment.

While the differences between the Police Arbitration Award and the settlement negotiated with the City's Firefighters are very slight, they do produce some significant variations between the two services by the end of the two-year period. The actual in-pocket increases in wages result in a slight advantage for the Firefighters in the second year. The Firefighters also negotiated an increase in holidays and increased longevity payments. In addition, they retain a \$50 advantage in their clothing allowance.

Despite this, the "triple split increases" in the second year of the Award provide a higher base salary for Police officers. I believe that the relationship between the two units could have been more consistently adhered to so as not to spread the increase between the two base first-grade rates by the end of the two-year period. The differences in the base salaries created through Interest Arbitration tend to undermine the collective bargaining process. Although the

Firefighters actually received somewhat more than the Police, and far sooner, the Interest Arbitration process has produced as an end result a greater differential in their base salaries than had been in effect prior to the process.

Finally, the triple splits in 1981 will produce a tremendous rollover impact in the City's 1982 budget. This must certainly be taken into account in subsequent negotiations.



TERENCE M. O'NEIL

Sworn to before me this  
5th day of June, 1981



LEILA KRIM  
Notary Public, State of New York  
No. 30-4729622  
Qualified in Nassau County  
Commission Expires March 30, 1982