

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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CONCILIATION

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In the Matter of the Public Arbitration, :

- between - :

VILLAGE OF PELHAM MANOR, :

Public Employer, :

- and - :

POLICE BENEVOLENT ASSOCIATION OF
PELHAM MANOR, INC., :

Employee Organization. :

Pursuant to Section 209.4(c) of the
Civil Service Law. :

-----X

PANEL'S
DETERMINATION
AND
BASIS FOR
FINDINGS

Case No.
IA 82-12; M 82-66

APPEARANCES

For the Public Employer:

Townley & Updike, Esqs.	Counsel
By: John D. Canoni, Esq.	Of Counsel
Louis B. Frost	Mayor
Peter Zambernardi	Chief of Police

For the Employee Organization:

Axelrod, Cornachio & Famighetti, Esqs.	Counsel
By: Michael Axelrod, Esq.	Of Counsel
William Burkhardt	President, PBA
Herbert W. Helferich	Sergeant
Raymond P. Williams	Member, Negotiating Committee
Paul Courtier	Member, Negotiating Committee

Before The Public Arbitration Panel

Philip J. Ruffo, Esq.	Public Member and Chairman
Richard R. Blessing	Public Employer Member
Robert Schaufeld, Esq.	Employee Organization Member

SUMMARY OF AWARD

Set forth below are matters of major economic and non-economic significance considered and determined by the Panel:

1. Ability to Pay:

The Panel concluded that the Village of Pelham Manor does have the ability to pay the wage increases and benefits determined to be just and reasonable.

2. Term of Contract:

Two (2) years - From June 1, 1982 to May 31, 1984.

3. Wages:

a) Patrolman:

4.92% effective June 1, 1982; Base Pay \$23,450.

4.90% effective December 1, 1982; Base Pay \$24,600.

7.32% effective June 1, 1983; Base Pay \$26,400.

b) Patrolman Detective:

Same percentage increase on same dates as Patrolman.

Base Pay: 6/1/82 - \$23,848; 12/1/82 - \$25,017; 6/1/83 - \$26,848

Differentials

c) Sergeant:

Same percentage increases as Patrolman on same dates plus \$150 as part of base pay on December 1, 1982 and \$100 as part of base pay on June 1, 1983. Base pay as of June 1, 1981 - \$24,380; as of 6/1/82 - \$25,579; as of 12/1/82 - \$26,982; as of 6/1/83 - \$29,057.

d) Sergeant Detective:

Same percentage increases as Sergeant on same dates plus \$150 and \$100, as part of base pay, as in the case of Sergeant.

Base pay as of June 1, 1981 - \$24,870; As of 6/1/82 - \$26,094;
as of 12/1/82 - \$27,523; as of 6/1/83 - \$29,638.
(All computations appear in text of Award).

4. Longevity:

Increase to \$300 from \$150 after 10 years of service.

Increase to \$450 from \$300 after 15 years of service.

Increase to \$750 from \$600 after 20 years of service.

5. Personal Leave Days:

Increase from 4 to 5 effective June 1, 1983.

6. Clothing Allowance:

Increase from \$250 to \$300 effective June 1, 1982.

Increase from \$300 to \$350 effective June 1, 1983.

Above payments are to be made in cash, not credit, and paid to all bargaining unit members without distinction in rank.

7. Association Leave Allowance:

Increase from 6 to 7 days effective June 1, 1982.

8. Contribution to Dental Plan:

Increase from \$110 to \$195 effective June 1, 1983.

9. Medical and Hospitalization (Upon Retirement):

Available for bargaining unit members who retire within five years of the ^{date of the Award} ~~execution of the agreement~~. Village will contribute 100% of premium for retired member to State Health Insurance Plan or to a substitute Health Insurance Carrier should, for any reason, the State Plan become unavailable. For Family coverage, the Village will contribute 50% of premium. Should retired member be covered by another employer's plan with substantially the same coverage, the Village's obligation shall cease until other plan is no longer available. This latter aspect was Village's counter proposal and was granted.

Village's Counter Proposals

The Village's counter proposals granted were, in the main, matters dealing with substantive changes in contract language relating to personnel practices.

The term "Police Commissioner" was replaced by "Village Administrator".

New sections 8 and 9, Article VII, with respect to qualifying dates for vacations were added.

New sections 7 and 8, Article XVI, with respect to personal leave applications were added.

All other matters in the collective bargaining agreement terminating May 31, 1982, whether addressed or not, as well as matters not herein addressed, disposed or submitted to

the Panel, are to be carried over and incorporated into the successor collective bargaining agreement, effective June 1, 1982.



I

Preliminary Statement

By a communication dated July 15, 1982, the New York Public Employment Relations Board designated the above named persons, constituting a Public Arbitration Panel, pursuant to Section 209.4 of the New York Civil Service (Taylor) Law for the purpose of making a just and reasonable determination concerning the dispute between the parties in the above captioned proceeding as to the matters and issues hereinafter set forth and discussed.

In accordance with the above cited authority, hearings were held on September 29, October 21, November 10 and December 7, all in 1982, at the Village Hall, Village of Pelham Manor, New York.

At the hearings, the parties were accorded full opportunity to present testimony under oath, evidence and exhibits relative to the issues in dispute and, in addition, were accorded the opportunity of cross-examination and to present arguments in support of their respective positions.

The parties agreed to dispense with a transcript.

The record made at the hearings was extensive consisting of 25 pages of handwritten notes taken by the Chairman, and a total of 79 exhibits, the majority being multi-

paged. (The Public Employer submitted 45 exhibits; the Employee organization submitted 23 exhibits; and 11 exhibits were jointly submitted).

The hearings were closed on December 7, 1982. Subsequent to the close of the hearings the Panel met in Executive Session on January 6 and February 4, 1983, for the purpose of discussing and deliberating all of the issues in the record presented to the Panel for determination.

After due consideration and deliberation of all of the evidence in the entire record, including the documents, exhibits and arguments presented, the Panel's determinations, as hereinafter set forth, are concurred in by the unanimous vote of its members.

II

Statutory Criteria

Consistent with statutory requirement, the Panel adhered to the criteria set forth in Section 209.4(c)(V) of the Civil Service Law to make a just and reasonable determination of the matters in dispute, specifying 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.

III

The Parties - Their Bargaining Relationship

The Police Benevolent Association of Pelham Manor, Inc. (hereinafter "Association" or "Union") is the exclusive bargaining representative of a bargaining unit consisting of 23 employees employed by the Village of Pelham Manor ("Village" or "Employer"). The bargaining unit is composed of 1 Detective, 2 Detective Sergeants, 4 Sergeants, and 16 Patrolmen. There are, in addition, 1 Lieutenant and 1 Police Chief who are not in the bargaining unit for a total police force of 25. The entire authorized strength allows for two more positions in the budget which remain unfilled. Of the 23 bargaining unit members, 20 work on a rotating shift in a basic forty hour work week. The work day is divided into 3 8 hour tours as follows: 8 A.M. to 4 P.M.; 4 P.M. to 12 Midnight; and 12 Midnight to 8 A.M.

The bargaining relationship has been established through successive collective bargaining agreements, the most recent being a two (2) agreement, effective June 1, 1980, and expiring May 31, 1982.

The current dispute stems from an impasse in negotiations for a successor collective bargaining agreement effective and commencing June 1, 1982. The commencement date of collective bargaining agreements between the Village and

the Association have coincided with the Village's fiscal and budgetary year beginning June 1st and ending May 31st of the succeeding year.

IV

The Issues in Dispute

At the hearing, the parties advised the Panel that many matters discussed by them in negotiations had either been withdrawn (see Appendix B, Village Response, dated June 25, 1982, to P.B.A.'s petition for an Impasse Panel), or that there was agreement that other matters contained in the expired agreement would be carried over and incorporated into the successor agreement together with those matters in dispute between the parties as determined by the Panel.

Thus, the matters which the parties finally submitted to the Panel for determination were a total of twenty - eleven by the Association and nine by the Village which were as follows:

By the Association:

The eleven matters constituting the Association's

demands, as considered and determined by the Panel in the following order, are:

1. The term of the contract.
2. Wage increases, including differentials for Patrolman-Detective, Sergeant and Sergeant-Detective.
3. Longevity.
4. Personal Leave Days.
5. Clothing Allowance.
6. Association Leave Allowance.
7. Village's Contribution to Dental Plan.
8. Hospitalization Program (for Retired Employees).
9. Work Chart.
10. Night Differential Pay.
11. Vacation Improvement.

By the Village:

The nine matters constituting the Village's counter-proposals, as considered by the Panel in the following order, are:

1. Article VII, Section 4 - Replace "Police Commissioner" with "Village Administrator".
2. Article VII, Sections 8 and 9 (new) - Qualifying dates for Vacations.
3. Cessation of State Health Insurance Plan for retired employees if covered by other Employer's insurance Plan.

4. Article XVI, Sections 7 and 8 (new) - Personal Leave Applications. Section 5 - delete third from last sentence.

5. Article XV, Section 1 - Association Leave Days.

6. Article XI, Section 2 - (Add) Limitation of \$2,000 for funeral expenses for member who dies in actual duty performance.

7. Article XI, Section 1 - Definition of immediate family for bereavement purposes.

8. Article XVI, Section 8 (new) - Prohibition against remunerative work during personal leave time off.

9. Article XVIII, Section 7 (new) - Limitation of six months on demand for arbitration after filing grievance unless mutually extended.

V

Major Existing Working Conditions Prescribed in
the Prior Collective Bargaining Agreement, June
1, 1980 - May 31, 1982

Working conditions of major importance, set forth in the collective bargaining agreement which expired on May 31, 1982, are as follows:

1. Base Salary (Annual)

Patrolman 1st Grade	\$22,350
Patrolman 2nd Grade (if hired before 6/1/78)	21,930
(if hired after 6/1/78)	20,793
Patrolman 3rd Grade	19,236

Patrolman 4th Grade	\$17,674
Patrolman 5th Grade	15,143
Patrolman Detective	22,730
Sergeant	24,380
Sergeant Detective	24,870

2. Longevity:

\$150.00 after 10 consecutive years of completed service
 300.00 after 15 consecutive years of completed service
 600.00 after 20 consecutive years of completed service
 700.00 after 25 consecutive years of completed service
 which will be discontinued after 10/1/83.

3. Clothing Allowance:

\$250.00 per member.

4. Basic Work Week and Tour of Duty:

Rotating Tours: 40 hour work week - 3 eight hour basic daily duty hours. Officers assigned a regular schedule of 3 rotating tours are scheduled to work 5 days with starting and quitting times as follows: 8 A.M. to 4 P.M.; 4 P.M. to midnight; and midnight to 8 A.M. - with 48 and 72 hours off (swing) between tours.

5. Overtime:

Time and one-half payable for duty at the end or beginning of a day's tour.

6. Holiday Pay:

Twelve (12) paid holidays, annually, ranging from \$59.26 for 5th Grade Patrolman to \$87.48 for 1st Grade Patrolman.

7. Vacations and Other Leaves:

a) Vacations - From 5 working days after 6 months of service to 22 working days after 18 years of service - (non-cumulative).

b) Personal - 4 working days (non-cumulative).

c) Sick - Unlimited. Payable for "justifiable reasons" if not abused.

- d) Association Leave - 6 days annually.
- e) Funeral Leave - 3 days annually for death of immediate family member.

8. Hospital and Welfare Coverage

State Health Insurance Plan - Village pays full cost. Hireses after 6/1/30 pay 35% of cost until becoming 1st Grade Patrolmen.

9. Dental: Village pays \$100.00 per employee or family coverage annually.

10. Life Insurance - \$10,000 (term) for each member.

VI

Financial Ability To Pay

Vigorously stressed by both sides, constituting a substantial point of contention, is the financial ability of the Village to pay the bargaining unit members the wage increases and other economic benefits demanded by the Association.

At the outset, the Panel's view is that the statute is, fundamentally, designed to enable a Public Arbitration Panel to arrive at a just and reasonable determination of all issues in dispute between the parties after weighing and assessing all of the facts and circumstances guided by the

statutory criteria, as hereinabove set forth, including "the financial ability of the public employer to pay."

A. The Association's Position:

The Association contends that the Village does have the financial ability to pay the wage increases and all of the other economic (fringe) benefits it demands. (The Association's demand for wage increases alone is 10% for fiscal 1982-1983 and an additional 10% for fiscal 1983-1984).

In urging the Village's financial ability to pay, the Association advances and relies, principally, upon an analysis of seven documented factors which it asserts are proper and pertinent as a base upon which to determine the Village's financial ability to pay. Those factors are:

1. For fiscal 1982-1983 the Village's total tax power is \$3,322,424 of which \$3,057,180 was levied in taxes leaving an untapped tax ability of \$265,244.

2. The debt limit that the Village is empowered under law to incur is \$10,118,234. For the fiscal year ending May 31, 1982, the Village's total incurred debt was only \$264,800 representing only about 2.6% exhaustion of the Village's debt limit.

3. As of the fiscal year ending May 31, 1982, the Village's General Fund utilized to support Fire and Police

services had a surplus of \$276,183 of which \$154,000 was appropriated for the 1982-1983 Budget leaving an unappropriated surplus balance of \$122,183 for fiscal 1982-1983.

4. The Village's budget for fiscal 1982-1983 has an unspecified contingency account in the amount of \$45,000. Since this amount is unspecified for any particular purpose it is uncommitted and, therefore, could be appropriated to the Police Department for wages of its personnel.

5. Illustrating the Village's practice of underestimating revenues is the 1981-1982 budget revealing the amount of \$141,884 which represents an excess of revenue over the amount (\$3,149,562) estimated. For the same year the amount of the appropriated fund balance was \$245,000. Further, estimated expenditures exceeded actual expenditures by \$33,827. Thus, the Village has, characteristically, always met its obligations by sound financial planning.

6. A further characteristic of the Village's budget planning, consistent with its underestimation of revenues, is its underestimation of State aid. For example, for fiscal 1982-1983 the Village's estimate for State aid was \$46,990 less than what it will receive.

7. Recent wage settlements with its other employee groups demonstrate the Village's financial ability

to pay its employees wage increases as well as other benefits. For example, the wage settlement with employees represented by the C.S.E.A. shows a total package, including wages, of 7.19% increase for the year commencing June 1, 1982, and a further total package increase, including wages, of 7.08% for the year commencing June 1, 1983. (Employer's Exhibit C-1).

The settlement with the Village's Firefighters indicates wage increases of 7.55% and 7.13% in each year of a two year contract effective June 1, 1982 and June 1, 1983.

Press reports confirm the Village's sound financial posture for fiscal 1982-1983 quoting the Village Treasurer to that effect, and, further, that the Village has already invested \$2,2 million of this year's tax dollars at an interest rate of 14 per cent which the Treasurer is quoted as saying, "It's a good start". (P.B.A. Exhibit 18).

B. The Village's Position:

The Village disputes the P.B.A.'s assessment of the Village's financial capacity since it fails to take into consideration factors which offset the Village's portrayal as an affluent community. Those factors when reasonably analyzed yield a cautious conclusion as regards the fiscal and financial future of the Village, particularly as it

affects its revenue raising efforts. The following factors are cited:

1. The major source of the Village's revenue is the real property tax. Real property taxes account for approximately 85% of the Village's revenues. The Village has no sales tax as other communities have, though it has been attempting, unsuccessfully, to persuade the State Legislature to grant permission to the Village to impose a sales tax. The Village's annual growth of its real property tax rolls has been discouraging, evidencing the shrinking of a valuable tax base. In the past five years total assessed valuations increased by only 5%. This has forced the Village to impose higher tax rates to offset a non-expandable real property base from which to draw revenue. For example, in 1970 the real property tax rate was 28% per \$1,000 in population while in 1982 it was 70.86%. During this same period the Village's population declined by approximately 650. Obviously, the trend portrays no immediate or near future alleviation from a heavy tax burden being imposed upon the taxpayers because of a declining tax base and a declining population. (Village's Exhibits HH and LL).

2. Reflecting the malaise in the Village's economy is the lag in new construction evidenced by the number of building permits for new dwelling units issued. In 1980

one building permit was issued. In 1981 no building permit was issued. In 1982, only 2 building permits were issued. Thus, over a period of three years only three permits for new dwellings were issued which further illustrates the virtual non-existence of new properties being added to the real property tax rolls. (Village's Exhibit GG).

3. A serious matter of concern is the number of successful certiorari claims and suits, paid and pending, for tax reductions and tax rebates. In 1982 the tax refund was \$280,110.50 and the total tax rebate claimed was \$929,350.85. Pending trial at the present time are claims for tax rebates totalling \$480,913.12. Thus, the intensity of the tax claims and suits represent a new threat to the financial stability of the Village, promising a further drain on the budget, necessarily affecting services and the sources to pay for such services.

C. The Panel's Analysis and Finding

The Village's contentions of real concern regarding its financial posture now and the unpromising expectation of the near future requires consideration. This is particularly true where the grant of wage increases and other benefits to its employees impacts upon the taxpayer's purse. However, the Panel fails to perceive any eventuality where expenditures, including wage increases to its employees, will not have some

impact upon the taxpayer, or upon planned or previously set budgetary allocations and priorities. Thus, while the cost of police protection may run high there may, concededly, be a financial difficulty to pay a wage increase which is not unusual considering the contemporary scene in the public sector. For this reason, the Panel is of the view that the Village's overall financial condition cannot or should not be ignored or that it is a wholly irrelevant consideration in determining wage scales for its employees. However, as a practical matter, and as a matter of circumspection, it is also incumbent upon the Panel to comply with the statutory criteria, to wit, to balance the needs of the Village's police force for an equitable wage increase and the Village's ability to meet the cost of the wage increase.

Accordingly, the Village's fiscal facts of life have been considered and while its financial condition is not optimum, its obligation to members of its police force in terms of a cost factor is no less than its obligation to pay the going rate for whatever resources it requires to sustain the Village as a viable governmental entity. The financial difficulties experienced by the Village is, in varying degrees, universal throughout the public sector.

In sum, the evidence, in its totality, establishes that the Village does have the financial ability to pay the

members of its police force a wage increase and other benefits as herein determined, though not to the extent demanded by the Association. In this respect it is noted that the Village has managed its fiscal affairs consistently, showing no deficits, some surpluses, in complete control of its management and operations, nowhere near the verge of default, with no need of emergency measures or assistance to extricate it from any financial distress and, very significantly, as a barometer of its financial soundness, with its credit rating unimpaired.

D. The Panel's Determination:

Accordingly, based upon an analysis of the entire record, it is the:

JUST AND REASONABLE DETERMINATION of the Panel that the Village of Pelham Manor does have the financial ability to pay the members of its police force, members of the bargaining unit, the wage increases and other benefits as herein determined.

V

The Term of the Agreement

It is the Panel's judgment, consistent with the views of the parties, and based upon the record in its entirety, that the interests of the parties are better served by a collective bargaining agreement of at least two years. The need for sound fiscal and budget planning is self-evident, particularly in light of the Village's statutory obligation to negotiate with the representatives of its police force employees. The general and overall operations and functions of the Village are better assured by the stability associated with multiple year commitments. The alternative is a hasty return to the negotiating scrimmage line when the parties should be devoting their time and energies to the needs of the Police Department and the safety and security of the Village's residents rather than retracking their efforts at short period intervals in the tedium of see-saw negotiations associated with collective agreements of less than multiple year duration.

A studied analysis of the record discloses the presence of factual data and material sufficient to predicate an agreement of two years commencing June 1, 1982 and terminating May 31, 1984.

It may also be noted that the Panel has the statu-

tory authority to determine the period of a collective bargaining agreement not to exceed two years from the termination date of any previous bargaining agreement. (Civil Service Law, Section 209.4(VI)).

Accordingly, based upon the entire record, including the agreement of the parties, and the above cited statutory authority, it is the:

JUST AND REASONABLE DETERMINATION of the Panel that the successor collective bargaining agreement between the parties be for a term of two (2) years, commencing June 1, 1982 and ending May 31, 1984.

VI.

The Economic Issues In Dispute (Wages and Fringe Benefits)

1. Wages:

A. The Association's Position:

In order to prevent further decline in their wage structure, and to maintain a wage posture comparable to members of police forces in comparable jurisdiction, and to provide a currently equitable wage structure, the Associa-

tion demands an across-the-board wage increase as follows:

Effective June 1, 1982, a 10% across-the-board increase for Patrolmen over and above the effective wage (base pay) on May 31, 1982; and, effective June 1, 1983, a further across-the-board wage increase of 10% for Patrolmen over and above the wage (base pay) in effect on May 31, 1983. In addition, the Association demands that the differential for the Sergeant rank be increased 20% from the current differential between the ranks of Sergeant and Patrolman.

The Association's demand is based not only upon its contention that the Village has the ability to pay such increases but, in addition, upon the following principal factors: (1) Comparable wage structures in comparable jurisdictions; (2) Productivity; and (3) the hazards and stress of the job.

As for the Village's financial ability to pay a wage increase, the Panel has already determined that the Village does have the financial ability to pay the members of its police force an equitable wage increase for the two year period encompassing 1982-1983 and 1983-1984. However, the Panel is of the view that the Village's present and projected financial position, balanced with the factors hereinafter analyzed and discussed, do not warrant the grant of the Association's wage demands in full but, as herein deter-

mined, to a lesser extent though, again, above that proposed by the Village.

(1) As for comparable wage structures, the Association contends that 13 Villages and 6 Towns within Westchester County that have Police Departments are pertinent and should be considered for comparisons. (PBA Exhibit 15A). The data submitted by the Association regarding comparable wage structures with the Village of Pelham Manor indicates that for 1981 police force members of the Village of Pelham Manor rank 13th from the top of the annual base pay scale for the top rank of Patrolman. The highest annual base pay for 1981 for the top rank of Patrolman, shown on the pay scale is \$23,800 paid by the Village of Mamaroneck while the lowest is \$21,672 paid by the Village of Ossining. The annual base pay of the top rank Patrolman (First Grade) for the Village of Pelham Manor for 1981 is \$22,350. Two public employers (Town of New Castle and Village of Irvington) are virtually even with the Village of Pelham Manor, while seven public employers are less than \$400 ahead of the Village of Pelham Manor for 1981. (Town of Ossining - \$22,615; Village of Portchester - \$22,441; Town of Eastchester - \$22,805; Village of Scarsdale - \$22,734; Village of Pleasantville - \$22,483; Village of Briarcliff Manor - \$22,475; and Town of Rye - \$22,682). Four public employers are behind the Village. (Village of Ossining - \$21,672; Village of Tarryton -

\$23,096; Town of Bedford - \$22,580; and Village of Hastings - \$22,200.)

(2) As for productivity, the Association points out that the budget allows for the appointment of two more police officers and that, therefore, the impact of two less police officers on the work load of the present bargaining unit members constitutes, in effect, an increase in their work load which is further intensified by the constant increases in the number of arrests, offenses, crimes (robberies, assaults, etc.), and responses to alarms of all kinds for the years 1978, 1979, 1980 and 1981. The evidence persuasively indicates that the expected crime rate will increase and not diminish and that the Village's police will not be operating at its full authorized strength as the budget allows. There is, therefore, no expectancy of the work load diminishing in the immediate or near future.

(3) As to the stress and hazards of the job, the Association's evidence points to testimony and studies showing that police duty is, in reality, a 24-hour job, fraught with danger and stress, and requires the kind of dedication often subordinating and destabilizing family and social life. (Testimony of Dr. Ephraim Felder and P.B.A. Exhibits 3, 4, 5, 6A, 6B, and 6C).

B. The Village's Position:

In response to the Association's position, and, affirmatively, in support of its own position, the Village points to the following:

(1) As for comparable wage structures the Village points out that its police force members compare favorably with the wages paid in 1981 to police force members of the other Towns and Villages in Westchester County. For example, of the 19 jurisdictions listed in P.B.A. Exhibit 15A, only 6 have a real lead over the Village of Pelham Manor in wages with Mamaroneck being \$1,450 ahead and leading. The other 13 jurisdictions are either on the same wage scale as the Village of Pelham Manor, behind, or minimally ahead. Thus, comparable wage scales of comparable jurisdictions fail to demonstrate that the Village's police officers are disadvantaged in any real sense, particularly in light of the other benefits enjoyed by the Village's police officers and the range of recent wage settlements for police officers in Westchester County, including the recent settlements made with two other major employee groups of the Village.

The present annual base pay for the Village's first grade Patrolman of \$22,350 may be compared to the tip of an iceberg in terms of the total cost to the Village to sustain one Patrolman which is \$41,067.73 or 183.75% of base pay.

This includes the range and variety of "fringe" benefits in addition to wages. Take home pay alone is \$25,866.63, or 115.73% of base pay which includes Longevity, Holiday and Overtime pay. (Employer Exhibit BB).

Typical settlements are reflected in the recent New Rochelle-PBA two-year settlement of a 7% wage increase for each of two years, (Employer Exhibit X), reflecting median negotiated wage increases of 7% in all industries in the private sector (Employer Exhibit F). Such settlements are consistent with the recent two-year wage settlement between the Village and the Firefighters and between the Village and the C.S.E.A. which were, respectively, 14.68% and 13.83% covering the two-year period 1982 and 1983.

(2) As to productivity, the Village does not deny that its police complement is, at present, two patrolmen below the budgetary authorization. However, this represents nothing more than a budgetary matter solely and does not necessarily reflect the actual need of a police complement of full strength. In any event, the Village's police force, at its present strength, is adequate to cope with the Village's problems. The police force is well trained, performs well, and the ratio of its members to the Village's population compares favorably with the villages in the County having greater populations, higher crime activity and more territory to patrol. (Employer Exhibits P, Q, DD, EE).

(3) As for the hazards and stress of the job there is evidence suggesting that in small suburban communities, such as the Village of Pelham Manor, the police officer's job is not much more stressful than the occupations of other employees who work in those communities. In any event, the Village contends that the stress and hazard factors of the policeman's job are considered in the calculation of the wage rate and, therefore, it is the value of the job considered as a whole that must be evaluated.

(4) The Village contends that the Consumer Price Index (CPI) must be considered as a significant factor in assessing an equitable wage structure. During the period of high inflation, prior to 1981, the P.B.A. invoked this factor to bolster its position for wage increases. It follows that with the perceptible decrease in the inflationary spiral the P.B.A.'s demand for substantial increases in wages and fringe benefits should be evaluated accordingly. In 1982 the CPI peaked at 6.75% in June and then declined to 4.14% in September. Thus, any consideration of a wage increase should be pegged to the CPI and not to the P.B.A.'s demands of 10% for each of two years, i.e., 1982-1983 and 1983-1984.

C. The Panel's Analysis and Findings:

While there is some merit to the Association's contentions concerning the factors of Productivity and the Hazards

and Stress of the job, the Panel is of the view, based upon its consideration of the record as a whole, that the factor of wage comparisons with other comparable jurisdictions offers a sounder and more probative basis upon which to predicate a determination concerning a just and reasonable wage increase. With reference to Productivity and the Hazards and Stress of the job, as bases to justify a wage increase, the Panel's view is that such considerations would involve it in an evaluatory process regarding the respective weight to be assigned to each of those factors as parts of the total job content. Perhaps the more appropriate way to address such factors would be to conduct an independent or mutual in-depth study and analysis by the parties and the results thereof then negotiated directly by them. Without such a study and analysis factual guidance is lacking and, therefore, may result in a conclusion mainly speculative. As of the present, therefore, the Panel is inclined to view the factors of Productivity and the Hazards and Stress of the job as built-in compensable factors. Again, a different finding is not precluded should a mutual study and analysis demonstrate the contrary.

a) As to Wage Comparisons:

The Panel is aware that circumstances and conditions vary in each jurisdiction which may uniquely account for the

wage scale as eventually established in each jurisdiction. While, therefore, different circumstances and conditions spawn different individual results, the aggregate picture may, nevertheless, be useful as a guide, helpful in arriving at a determination concerning the justness and reasonableness of the wage increase under consideration. Pursuing this goal and, as the parties agree, using the base pay of the rank of the top grade police officer as a basis for the comparison of wage structures, the Panel has decided that the jurisdictions in Westchester County, hereinafter set forth in Table I below, constitute an appropriate framework within which to compare wages.

Table I

Annual Base Pay for Top Grade Patrolman in Twenty Towns and Villages in Westchester County for 1981 (the symbols 'T' and 'V', respectively, represent Town and Village)

		<u>Public Employer</u>	<u>1981 Base Pay</u>
1.	V.	Mamaroneck	\$23,800
2.	V.	Briarcliff Manor	23,775
3.	V.	Bronxville	23,200
4.	V.	Dobbs Ferry	23,150
5.	V.	Tuckahoe	23,140
6.	V.	Tarrytown	23,096
7.	V.	Buchanan	23,029
8.	T.	Eastchester	22,805
9.	V.	Scarsdale	22,734
10.	T.	Mt. Pleasant	22,688
11.	T.	Rye	22,682
12.	T.	Ossining	22,615
13.	T.	Bedford	22,500
14.	V.	Pleasantville	22,483
15.	V.	Portchester	22,441
16.	V.	Pelham Manor	22,350

		<u>Public Employer</u>	<u>1981 Base Pay</u>
17.	V.	Irvington	\$22,339
18.	T.	New Castle	22,336
19.	V.	Hastings	22,200
20.	V.	Ossining	21,672

From the above table it will be noted that no more than \$400 annually in base pay is the difference between Scarsdale, ranking 9th on the wage scale, and New Castle which ranks 18th with the Village of Pelham Manor in between a \$400 wage spread. Relatively, the Village of Pelham Manor is, therefore, midway the wage scale shown on Table I and in terms of an annual average base pay, the annual average base pay paid by all of the public employers is \$22,752 or \$400 more than the base pay of \$22,350 paid to the Village's police officers. Again, the difference, though relative, indicates that the Village's police officers, while not unduly disadvantaged, do merit a wage increase to maintain the same pace as their colleagues in the other jurisdiction.

(b) As for the Village's contention that the CPI decline should impact considerably upon the demand for a wage increase, the Panel's view is that the Village's Police Officers, irrespective of the CPI, are entitled to maintain a standard of living that does not place them at an undue economic disadvantage with their colleagues in the other towns and villages of Westchester County. Consequently, a declining CPI ought not, equitably, to be the sole or exclusive

measuring rod to determine a just and reasonable wage increase.

There is no magic formula for determining wage or salary levels in the public sector. Certainly, no single criterion can be relied upon for a conclusive answer. Persons with equal intelligence and integrity might well differ as far as the applicability and weight to be given any one criterion. The Panel has taken all statutory criteria into consideration and has applied the evidence and factual data submitted by the parties to the statutory criteria and, based upon its analysis of all of the facts and circumstances, the entire record, the relative weight to each of its findings regarding the Village's ability to pay, the interest and welfare of the public in maintaining an efficient and properly motivated police force, a comparison of the wage structures in comparable jurisdictions, and the stress and hazards of the job, has concluded that the police officers of the Village of Pelham Manor are entitled to the wage increases and the differentials as herein below determined.

D. The Panel's Determination

1. Wages

Accordingly, it is the JUST AND REASONABLE DETERMINATION of the Panel that across-the-board wage increases be granted to all members in the bargaining unit in the rank of Patrolman, in the various grades, of the Village of Pelham

Manor on the dates set forth below, as follows:

(1) 4.92% effective June 1, 1982, representing an increase of \$1,100 over and above the base pay in effect as of May 31, 1982, so that the base pay will be increased to \$23,450; and

(2) 4.90% effective December 1, 1982, representing an additional increase of \$1,150 over and above the base pay in effect as of November 30, 1982, so that the base pay will be increased to \$24,600 as of December 1, 1982; and

(3) 7.32% effective June 1, 1983, representing an increase of \$1,800 over and above the base pay in effect as of May 31, 1983, so that the base pay will be increased to \$26,400 as of June 1, 1983.

(4) All other grades (2nd, 3rd, 4th, and 5th) shall be entitled to the same wage increases as granted to Patrolman, First Grade, on the effective dates prescribed above except that the starting salary (5th grade) will be \$16,250 on June 1, 1982, and \$18,500 on June 1, 1983.

2. Differentials

Further, it is the JUST AND REASONABLE DETERMINATION of the Panel that wage differentials be granted to members of the bargaining unit in the ranks and on the dates listed below as follows:

(1) Patrolman Detective

(a) 4.92% effective June 1, 1982, over and above the base pay as of May 31, 1982, so that the base pay will be increased to \$23,848 on June 1, 1982; and

(b) 4.90% effective December 1, 1982, over and above the base pay in effect as of November 30, 1982, so that the base pay will be increased to \$25,017 on December 1, 1982; and

(c) 7.32% effective June 1, 1983, over and above the base pay in effect on May 31, 1983, so that the base pay will be increased to \$26,848 on June 1, 1983.

(2) Sergeant

(a) 4.92% effective June 1, 1982, over and above the base pay in effect as of May 31, 1982, so that the base pay will be increased to \$25,579 on June 1, 1982; and

(b) 4.90% effective December 1, 1982, over and above the base pay in effect as of November 30, 1982, and an additional \$150, so that the base pay will be increased to \$26,982 on December 1, 1982; and

(c) 7.32% effective June 1, 1983, over and above the base pay in effect on May 31, 1983, and an additional \$100, so that the base pay will be increased to \$29,057 on June 1, 1983.

(3) Sergeant Detective

(a) 4.92% effective June 1, 1982, over and above the base pay in effect as of May 31, 1982, so that the base pay will be increased to \$26,094 on June 1, 1982; and

(b) 4.90% effective December 1, 1982, over and above the base pay in effect as of November 30, 1982, and an additional \$150, so that the base pay will be increased to \$27,523 on December 1, 1982; and

(c) 7.32% effective June 1, 1983, over and above the base pay in effect on May 31, 1983, and an additional \$100, so that the base pay will be increased to \$29,638 on June 1, 1983.

Holiday pay for each rank and grade of all police officers will be adjusted accordingly as shown on Table II below which shall constitute the new Schedule A in the successor agreement, effective June 1, 1982.

Table II

Schedule A

	<u>Eff. 6-1-82</u>		<u>Eff. 12-1-82</u>		<u>Eff. 6-1-83</u>	
	<u>Wages</u>	<u>Holiday</u>	<u>Wages</u>	<u>Holiday</u>	<u>Wages</u>	<u>Holiday</u>
Sergeant						
Detective	\$26,094	\$102.13	\$27,523	\$107.72	\$29,638	\$116.00
Sergeant	25,579	100.11	26,982	105.60	29,057	113.73
Patrolman						
Detective	23,848	93.34	25,017	97.91	26,848	103.08

	<u>Eff. 6-1-82</u>		<u>Eff. 12-1-82</u>		<u>Eff. 6-1-83</u>	
	<u>Wages</u>	<u>Holiday</u>	<u>Wages</u>	<u>Holiday</u>	<u>Wages</u>	<u>Holiday</u>
Patrolman:						
1st Grade	\$23,450	\$ 91.78	\$24,600	\$ 96.28	\$26,400	\$103.33
2nd Grade	21,816	85.39	22,885	89.57	24,560	96.13
3rd Grade	20,182	78.99	21,171	82.86	22,721	88.93
4th Grade	18,544	72.58	19,453	76.14	20,877	81.71
5th Grade	16,250	63.60	16,250	63.60	18,500	72.41

Based upon available settlements for the annual base pay for top grade Patrolman, for 1982, in the twenty Towns and Villages listed in Table I above, Table III below sets forth, in relative order, base pay comparisons as follows:

Table III

1982 Base Pay for Top Grade Patrolmen In Twenty Towns and Villages in Westchester County (In Relative Order) (The Symbols 'T' and 'V', respectively, represent Town and Village)

	<u>Public Employer</u>	<u>1982 Base Pay</u>
1.	V. Briarcliff Manor	\$26,575
2.	V. Mamaroneck	25,942
3.	V. Buchanan	25,332
4.	V. Bronxville	25,200
5.	V. Tarrytown	25,163
6.	V. Dobbs Ferry	25,150
7.	V. Scarsdale	25,064
8.	V. Pleasantville	25,000
9.	T. Eastchester	24,889
10.	T. Rye	24,837
11.	V. Tuckahoe	24,760
12.	T. Mt. Pleasant	24,730
13.	T. Ossining	24,650
14.	V. Pelham Manor	24,600
15.	T. Bedford	24,413
16.	V. Portchester	24,348
17.	T. New Castle	24,346
18.	T. Irvington	24,191
19.	V. Ossining	24,121
20.	V. Hastings	23,936

From the above table it will be noted that no more than \$400, annually, in base pay is the difference between the Village of Pleasantville, ranking 8th on the wage scale, and the Village of Pelham Manor. Relatively, the Village of Pelham Manor is, therefore, midway the wage scale shown on Table III. Further, in terms of an annual average base pay, the annual average base pay for all employees of the twenty public employers is \$24,862 or just \$262 more than the annual base pay of \$24,600 paid to the Patrolmen of the Village of Pelham Manor. In terms of actual advancement the Village of Pelham Manor Patrolman has advanced in 1982 over his 1981 base pay standing compared to the Patrolman of the other 19 Towns and Villages.

3. Longevity

A. The Association's Demand - Positions of the Parties

The Association's demand for an increase in longevity is as follows:

\$ 600 (from \$150)	after 5 years
\$ 750 (from \$300)	after 7 years
\$1,000 (from \$600)	after 10 years
\$1,500	after 15 years

Plus \$100 for each year thereafter to retirement.

The Association predicates its demand upon a comparison with data available for 13 jurisdictions in Westchester County showing that 8 of the 13 jurisdictions have better lon-

gevity plans than that now current in the Village of Pelham Manor. (P.B.A. Exhibit 15B).

The Association contends that its demand, granted in full, will place the Village's longevity plan on a more comparable level than that now current in the Village of Pelham Manor.

The Village opposes the Association's longevity demand pointing out that its cost to the Village would be approximately 5% of the Association's wage demands which, considering the Village's financial posture and the Association's other economic demands, including wages, would confront the Village with a prohibitive cost factor.

B. The Panel's Analysis and Finding

The Panel has carefully analyzed the statistics of the longevity plans of the 13 jurisdictions of Westchester County and has concluded that of the 13 jurisdictions, for which data is available, 8 pay more and 5 pay less in longevity. However, overall, the difference does not depict the kind of a disparity which would justify the grant of the Association's demand in full. Nevertheless, on a comparative basis there is justification for an improvement in the Village's current longevity plan which would place the Village's police officers on a more equitable basis in terms of a comparison with the police officers of the other jurisdictions in Westchester County.

The Panel notes that longevity pay is not only viewed as a bonus for long years of dedicated service but, in addition, is an inducement for experienced officers to remain on the job and that such experience is to the advantage and benefit of the Village.

Thus, it is the judgment of the Panel that the present longevity structure should, fairly and reasonably, be brought in line with its basic purpose and on a comparable basis with other jurisdictions but, at the same time, not cause any distortion in the totality of the economic package awarded to the P.B.A. bargaining unit members.

C. The Panel's Determination

Accordingly, based upon the record in its entirety, it is the:

JUST AND REASONABLE DETERMINATION of the Panel that longevity pay, effective for the term of the agreement commencing June 1, 1983, be as follows:

1. An increase of \$150 after 10 years of completed service - from the current \$150 to \$300.
2. An increase of \$150 after 15 years of completed service - from the current \$300 to \$450.
3. An increase of \$150 after 20 years of completed service - from the current \$600 to \$750.

4. Personal Leave Days

A. Association's Demand - Positions of the Parties

Currently, bargaining unit members are entitled to 4 personal leave days annually. (Article XVI, Section 5).

The Association demands an additional personal leave day pointing out that most of the jurisdictions in Westchester County grant their police officers from 5 to 7 personal leave days annually.

The Village opposes the demand urging that the current 4 personal leave days are adequate since the average of personal leave days granted in 20 jurisdictions in Westchester County is from 4.57 to 4.68 days demonstrating an insufficient comparison to warrant any further personal leave days to the Village's police officers.

B. The Panel's Analysis and Finding

The Panel notes that the data available for 20 jurisdictions in Westchester County establishes that twelve give five to seven personal leave days annually. Thus, the data supports the Association's demand reflecting an equitable structure for personal leave days. The Association's demand for one additional day during a two year agreement appears, under all of the circumstances, to be fair and reasonable.

C. The Panel's Determination

Accordingly, based upon the record in its entirety, it is the JUST AND REASONABLE DETERMINATION of the Panel that, effective June 1, 1983, the number of personal leave days for bargaining unit members be increased from 4 to 5 days.

5. Clothing Allowance

A. Association's Demand and Positions of the Parties

At the present time the Village maintains a clothing allowance practice to the extent of \$250 annually which is given in credit and not in cash. Instead the police officer in need of uniform clothing must go to a particular dealer for his selection.

The Association seeks to eliminate the credit allowance aspect demanding a cash allowance instead as follows: \$400 for Patrolman; \$400 for Sergeant; and \$500 for Detective and Detective Sergeant. The Village counterproposes as follows: \$250 for Patrolman, effective June 1, 1982; \$275 for Patrolman Detective and Sergeant Detective, effective June 1, 1982; \$275 per employee, effective June 1, 1983; and \$300 for Detective, effective June 1, 1983.

The Association contends that the present clothing allowance is inadequate since the nature of the job, that is, the exposure of daily wear to all kinds of weather requires a

much greater clothing allowance. In this respect, the Association submits data showing that of 20 jurisdictions in Westchester County, the Village's allowance for clothing is one of the least, two other jurisdictions out of 17 paying less.

The Village acknowledges that the present clothing allowance is not enough and, therefore, contends that its counterproposal will be sufficient to meet the needs of its police officers.

B. The Panel's Analysis and Finding

The Panel has analyzed the available data for 20 jurisdictions in Westchester County and notes that 13 jurisdictions out of 19 (exclusive of the Village of Pelham Manor) grant an annual clothing allowance to its police officers ranging from \$275 to \$500. Three pay \$350; one pays \$300; four pay \$400; one pays \$500; one pays \$375; one pays \$425; one pays \$325; and one pays \$500. Four other jurisdictions issue and furnish clothing to the police officers.

Upon consideration of the respective contentions of the parties and a comparison of the pertinent jurisdictions regarding clothing allowances, and the high cost of police officers' apparel, the Panel concludes that a modest increase is warranted. In this connection the Panel is mindful of the wage increases and other benefits granted to the Village's police officers which the Village is expected to

bear during a contract term period of two years and, therefore, requires recognition of the impact those increases will have on the fiscal posture of the Village.

C. The Panel's Determination

Accordingly, based upon an analysis of the evidence in the entire record, it is the

JUST AND REASONABLE DETERMINATION of the Panel that:

Effective June 1, 1982, the clothing allowance of all bargaining unit members be increased by \$50 - from \$250 to \$300; and

Effective June 1, 1983, the clothing allowance of all bargaining unit members be further increased by \$50 - from \$300 to \$350.

The said sums of \$300 and \$350 shall be paid in cash to each police officer and not credited as an allowance.

6. Association Leave

A. Association's Demand and Positions of the Parties

Under the current agreement the Association's President, Vice-President or Secretary-Treasurer are allowed 6 days, annually, to attend conventions or other appropriate Association business (Article XV).

The Association demands that it be allowed ten days since six days are insufficient for the purposes intended.

The Village opposes any increase in Association leave days and counterproposes a reduction in such leave from the current six to three days contending that such leave is a cost factor to the Village with no advantage or benefit to it.

B. The Panel's Analysis and Finding

The Panel has reviewed the matter of Association leave days based upon a comparison with the amount of leave granted in other jurisdictions in Westchester County. In a majority of instances such leave is granted either at the option of the Police Chief or based upon reasonable time. In practice more than six days appears to be granted. Under all of the circumstances a modest increase of one day appears appropriate.

C. The Panel's Determination

Accordingly, based upon the entire record and the circumstances warranting an increase in Association Leave Days, it is the

JUST AND REASONABLE DETERMINATION of the Panel that, effective June 1, 1982, Association leave days be increased from six (6) to seven (7) days and that Article XV, Section 1, be amended accordingly.

7. Dental Plan

A. Association's Demand and Positions of the Parties

Under the current agreement (Article VIII, Section 2), the Village contributes up to \$110, annually, towards individual or family dental coverage to a designated dental plan. The police officer also contributes \$110. The Association contends that the Village's present contribution is inadequate for satisfactory dental coverage and that the Village's obligation should be brought more in line with the majority of the other jurisdictions within Westchester County.

The Village, acknowledging that an increase in such contributions is appropriate, has offered to increase its contribution from \$110 to \$125 effective June 1, 1982 and to \$140 effective June 1, 1983.

B. The Panel's Analysis and Finding

The Panel has reviewed the available data concerning dental coverage and finds that of 19 other jurisdictions in Westchester County only one does not have a dental plan for its police officers. The contributions made by the others, for dental coverage, range from \$220 per employee to 100% full coverage. Therefore, the available evidence, based upon comparisons, warrants an increase in the Village's contribution toward the Dental Plan for the benefit of the bargaining unit

members. However, to obviate any question concerning the propriety of retroactive claims for dental benefits, the increase in contributions will be awarded prospectively.

C. The Panel's Determination

Accordingly, based upon the record and the evidence warranting an increase in contributions to the Dental Plan, it is the

JUST AND REASONABLE DETERMINATION of the Panel that, effective June 1, 1983, the Village's contribution to the Dental Plan be increased from \$110 to \$195, annually, and that Article VIII, Section 2, be so amended.

B. Hospitalization Upon Retirement

A. Association's Demand and Positions of the Parties

Article VIII, Section 1, of the current agreement provides for a non-contributory State Health Insurance Plan for bargaining unit members hired prior to June 1, 1980, and contributory by employees at 35% hired on or after June 1, 1980.

The Association demands that such benefit be continued and maintained by the Village, at full cost, for employees who have retired from the force.

The Village's counterproposal is to pay 50% of the

retired employee's cost and 35% of the retired employee's family cost.

The Association supports its demand upon a comparison with 19 other jurisdictions in Westchester County contending, in addition, that the need for medical and hospitalization coverage is greater during the advanced age of a retired employee which the Village ought to acknowledge in return for the many years of devoted service rendered by its police officers.

The Village acknowledges that there is merit to the Association's demand which, however, is adequately reflected in its counterproposal to defray part of the cost as indicated. However, what is a matter of concern to the Village is the known experience of retired members who obtain jobs in the private sector and who may then be covered for medical and hospitalization by private employers' plans leading to dual coverage for the same benefits. The Village's contention is that if the retired employee is covered by an outside plan it ought not to be made to pay the cost of maintaining dual coverage. Moreover, the privilege of opting for continued coverage after retirement ought not to be open ended but, rather, limited as to time.

B. The Panel's Analysis and Findings

Upon review of the available data concerning hos-

pitalization coverage for retired employees in 19 jurisdictions within Westchester County, the Panel finds that 14 jurisdictions maintain 100% full coverage for retired employees and family; 3, in addition to the Village, pay 50% of the cost for the retired employee and 35% for family coverage. Thus, upon the basis of comparability there is merit to the Association's demand for an increase in the Village's contribution to maintain this benefit for retired employees and their families.

However, the Panel is also of the view that there is merit to the Village's contention that dual coverage is an unnecessary cost factor. Coverage under one plan should be adequate. Therefore, should a retired employee be covered under an outside private plan, coverage under the Village's plan should cease, unless the private plan ceases.

C. The Panel's Determination

Accordingly, based upon the record as a whole and, in particular, the available evidence concerning hospitalization coverage for retired employees, and considering the respective contentions of the parties on the merits, it is the

JUST AND REASONABLE DETERMINATION of the Panel that Article VIII be amended so as to add a new section, i.e. Section 3, providing the following:

1. For bargaining unit members who are employed by the Village as of the execution date of the successor agreement and who retire under Article IX within five (5) years after ~~such execution~~ ^{the} ~~date~~ ^{of Award, the} the Village will contribute 100% of the premium for individual coverage in the State Health (Hospital) Insurance Plan or to a substitute Health Insurance Carrier should, for any reason, the State Plan become unavailable. For the Family Health Insurance (Hospital) Plan the Village will contribute 50% of the premiums during the employee's retirement. P/R

2. Such payments by the Village, as provided above, ~~to be~~ ⁱⁿ any written agreement between the parties shall cease if the retired employee is or becomes covered by another employer's health insurance program providing at least the same basic coverage. If the retired employee can demonstrate to the Village either that such employment has ceased or that the same basic coverage is no longer being provided by the other employer, the Village's payments shall then resume. P/R

9. Work Chart
10. Night Differential Pay
11. Vacation Improvement

The Panel has considered each one of the Association's demands regarding each of the above matters and has arrived at the JUST AND REASONABLE DETERMINATION to DENY each

demand and that the provisions of the current agreement, with respect to each of the above matters, be carried over WITHOUT CHANGE into the successor agreement. The Panel's determination as to each matter is based upon the following considerations:

a) As To Work Chart: The present work chart provides for 254.8 days per year which the Association demands be reduced to 238 days. In effect, the reduction of the number of work days per year, without a commensurate decrease in wages, constitutes a wage increase. It is the Panel's judgment that the wage increases and other benefits herein granted represent the totality of the economic package affordable by the Village without risking dislocations in its fiscal and financial posture. The demand is, therefore, denied.

b) As To Night Differential Pay: At present there is no provision for night differential pay. The Association's demand is for a 10% differential in base pay for police officers working the 4 P.M. to midnight shift and a 15% differential in base pay for police officers working the 12 midnight to 8 A.M. shift. The Association contends that the disruptive effect on the family life of a police officer, and social stability as well, stemming from night work, merits a differential in pay.

The Village resists the Association's demand

pointing out that Patrolmen work a rotating shift which is a requirement of the job and, therefore, a night shift pay differential is another guise for a wage increase.

The Panel notes that no data of comparative probative value has been submitted upon which a judgment may be made concerning the justification for the Association's demand. The Panel also notes that the practice of night shift differential pay has its source in instances where employees regularly work a night shift as distinguished from those employees who regularly work a day shift. This is not to say that there are no exceptions. However, again, where an emergency 24 hour service is involved and all employees share equally in each of three shifts, necessary to man a 24 hour service, a night shift pay differential should be carefully considered before it is granted.

c) As to Vacation Improvement: Article VII, Section 1, of the current agreement provides for vacation days ranging from 5 working days after 6 months of service to a maximum of 22 working days after 18 years of service.

The Association demands that 4 years of service be a cutoff date below which a police officer would obtain a vacation of 20 working days and a vacation of 25 working days for more than 4 years of service.

The Village opposes the Association's demand con-

tending that, if granted, it would mean a dramatic non-affordable cost increase and substantially cut into the present work schedule requiring overtime to offset the additional number of vacation days granted.

The Panel has reviewed and compared the present vacation programs granted in 19 other jurisdictions in Westchester County with the Village's vacation program for its police officers and finds that such other programs offer better vacation benefits. However, the Panel is also concerned with maintaining a balance between the financial posture of the Village and the wage and economic benefits granted in this award. While there is merit to the Association's demand, the Panel's judgment is that the grant of the demand will generate added costs in other areas. The need for overtime is one. The need to make changes in work shifts to cope with additional days off is another. On balance, the Panel is of the view that a change in the vacation program should be deferred to the next round of negotiations.

For all of the above cited reasons the Association's demand for an improved vacation program is denied.

VII

The Village's Counter Proposals

As previously mentioned, the Village has submitted nine counter proposals for consideration by the Panel. Two of those proposals have been addressed and disposed by the Panel in considering the Association's demands. (See item 8 of Association's Hospital Program demand, part of which treats, disposes, and grants the Village's second counter proposal to cease the State Health Insurance Program for Retired Employees covered by other Employer's Insurance Plan. See also item 6 of Association's demand which corresponds to the Village's item 5 (Association Leave Day) in which the Village's counter proposal to reduce Association Leave Days from 6 to 3 was denied.

There remains for consideration by the Panel seven of the Village's counter proposals which, except for item 6, all deal with proposed substantive changes in the successor agreement either by amendment of, or additions to, existing contract language. In this connection the Panel has heard and considered the respective contentions of the parties on the merits of the Village's counter proposals and the opposition thereto by the Association and as to each numbered item below the Panel makes the following JUST AND REASONABLE DETERMINATION:

1. The Village's counter proposal to amend Article

VII, Section 4, by replacing "Police Commissioner" with "Village Administrator", is hereby GRANTED.

2. Article VII, Sections 8 and 9 (qualifying dates for vacations and opting for cash in lieu of time off). The Village's counter proposal with respect to this item, by adding two new sections to Article VII, is hereby GRANTED as follows:

"Section 8. The qualifying date for vacations for all employees hired after June 1, 1982 shall be December 31st of the preceding calendar year. Vacation eligibility for all such employees shall be determined by the employee's continuous and uninterrupted service with the Village from the time of hiring (original hire or latest hire, whichever is later). A rehiring of such employee within one (1) year shall not be deemed to interrupt continuity of employment for purposes of this Article VII."

"Section 9. Any employee shall have the option to accept not more than five (5) working days' vacation in cash in lieu of time off with pay if the same is offered by the Village."

4. The Village's counter proposal to amend Section 5, Article XVI, by deleting the third from last sentence of section 5 is hereby GRANTED; also GRANTED is the Village's counter proposal to add new sections 7 and 8 with respect to accumulation of personal leave and personal leave applications as follows:

"Section 7. Personal leave shall not be cumulative from one year to the next except where an employee's personal leave request is denied by the Village on the ground(s) that operational or manpower needs and/or the need to provide adequate coverage prevent the granting of such leave prior to the end of the contract year. With respect to such exception, the personal leave denied on such grounds must be taken within two (2) calendar months after the end of the contract year."

"Section 8. Personal leave applications hereunder will normally be granted unless the employer determines that operational or manpower needs and/or the need to provide adequate coverage preclude them. In addition, no personal leave shall be granted on any of the holidays listed in Article VI, Section 2 above."

6. The Village's counter proposal to amend Article XI, Section 2, by limiting funeral expenses to \$2,000 of an officer who dies in the actual performance of duty is hereby DENIED.

7. The Village's counter proposal to amend Article XI, Section 1, by redefining a police officer's immediate family for bereavement purposes is DENIED.

8. The Village's counter proposal to amend Article XVI by adding a new section prohibiting police officers from engaging in any remunerative work during time off for personal leave is hereby DENIED.

9. The Village's counter proposal to limit the filing of a demand for arbitration within six (6) months of the filing of a grievance is hereby DENIED.

Conclusion

All other matters in the collective bargaining agreement terminating May 31, 1982, whether or not addressed, as well as matters not herein addressed, disposed or submitted to the Panel, shall be carried over and incorporated into the successor agreement, effective June 1, 1982.

In rendering the several determinations herein, the Panel has made a good faith effort to understand and weigh the fiscal posture of the Village of Pelham Manor and the service rendered by its police officers to the Village. The Panel has concluded that: (a) the Village does have the financial ability to pay the wage increases and other benefits herein granted; and (b) such wage increases and benefits constitute a just and reasonable determination of all issues submitted to the Panel based upon all of the facts and circumstances, supported by a rational analysis of the evidence contained in the record. While the Village's Police Officers may be asked to share some of the burden in considering the fiscal posture of their employer, the Village of Pelham Manor, they cannot reasonably be expected to bear the full burden of such fiscal problems and that it would be inequitable to foist that burden solely, or substantially, upon the Village's police officers. It is in the interest of the Village's taxpayers that their Village have a well organized and properly motivated police force whose compensation meets the objective standards

of fairness, equity, justness and reasonableness.

Dated: February 2, 1983

Philip J. Ruffo
Philip J. Ruffo, Esq.
Chairman, Public Member

Concurs: *Richard R. Blessing*
Richard R. Blessing
Public Employer Member

Concurs: *Robert Schaufeld*
Robert Schaufeld, Esq.
Employee Organization Member

ACKNOWLEDGMENTS

STATE OF NEW YORK)
) SS:
COUNTY OF QUEENS)

On this 2nd day of February, 1983, before me personally appeared PHILIP J. RUFFO, to me known and known to me to be the Chairman, Public Member, described in and who executed the foregoing Award, and he duly acknowledged to me that he executed the same.

Benjamin Jaffe
Notary Public

BENJAMIN JAFFE
Notary Public, State of New York
No. 41-7025900 - Queens Co.
Term Expires March 30, 1984

STATE OF NEW YORK)
COUNTY OF Westchester) SS:

On this 2nd day of February, 1983, before me personally appeared RICHARD R. BLESSING, to me known and known to me to be the Public Employer Member, described in and who executed the foregoing Award, and he duly acknowledged to me that he executed the same.

Mary T. Barnett
Notary Public

MARY T. BARNETT
Notary public, State of New York
No. 4527482
County of Westchester
My Commission Expires March 30, 19 84

STATE OF NEW YORK)
COUNTY OF Westchester) SS:

On this 2nd day of February, 1983, before me personally appeared ROBERT SCHAUFELD, to me known and known to me to be the Employee Organization Member, described in and who executed the foregoing Award, and he duly acknowledged to me that he executed the same.

Mary T. Barnett
Notary Public

MARY T. BARNETT
Notary public, State of New York
No. 4527482
County of Westchester
My Commission Expires March 30, 19 84