

PUBLIC EMPLOYMENT RELATIONS BOARD

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In the Matter of Interest Arbitration

TOWN OF MAMARONECK

"Town"

-and-

TOWN OF MAMARONECK PBA, INC.

"PBA"

PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED
JAN 19 1983
CONCILIATION

Pursuant to CSL 209.4
CASE NUMBER IA 82-17 M82-18

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PUBLIC ARBITRATION PANEL

MAX M. DONER, ESQ.	-	Public Panel Member and Chairman
WINFIELD H. JAMES	-	Employer Panel Member
JOHN P. HENRY	-	Employee Organization Panel Member

APPEARANCES:

MICHAEL HAGAN	-	Town
Michael Hagan Associates		

DAVID SCHLACHTER, ESQ.	-	PBA
Schlachter & Mauro, Esqs.		

HEARINGS

November 18, 1982
December 8, 1982
December 13, 1982

EXECUTIVE SESSION

December 18, 1982

AWARD

December 22, 1982

The Town of Mamaroneck ("Town") and the Town of Mamaroneck PBA, Inc. ("PBA") negotiate collectively for a unit of Police Officers through the rank of Lieutenant. The most recent Collective Agreement expired on December 31, 1981, and many negotiating meetings notwithstanding, the parties were unable to agree on terms of a successor Agreement. Whereupon, pursuant to notice of continuing dispute served on the New York State Public Employment Relations Board ("PERB"), said PERB appointed the aforementioned Public Panel to inquire into the dispute and make a just and reasonable determination therein.

The Panel met with the parties initially on November 18, 1982, and at the outset there was a waiver of transcript by both Town and PBA, a sensible resolution which recognizes the prohibitive expense in a unit which is a shade under forty (40) persons. As a further and continued pragmatic reality, the Panel urged upon the parties, serious exploration of a three-year agreement, considering that one year of the maximum two-year term within the authority of the Panel, was already consumed. Limited to the statutory two-year term, the Panel would at best contribute to but a few months, if any, of no negotiations, considering that the parties would be legally required to commence negotiations in the summer of 1983 for terms and conditions of employment commencing with January 1, 1984. The parties responded affirmatively, and resolved all issues, save two, through continued exchange, all on the basis of a three-year term of agreement, to expire on December 31, 1983.

ISSUES FOR RESOLUTION

I. LONGEVITY

The expired Agreement provides for longevity payments as follows:

Completion of 7 years	\$ 125
Completion of 11 years	250
Completion of 15 years	375
Completion of 19 years	500

This provision has remained unchanged for a number of years, and the Town is agreeable to raising each step by \$50, provided further that PBA agrees that longevity will be treated in the future as an "add-on" and not incorporated in the wage structure as hitherto. It is the contention of the Town that the practice of prior incorporation in the wage structure, was not required by the Collective Agreement and in substance, an error. The Town points to a three-year agreement reached with the Firemen effective January 1, 1982, where the \$50 was granted and "add-on" concept adopted.

AWARD ON LONGEVITY

The \$50 increase to become effective on January 1, 1984, and present practice of incorporating longevity in the wage structure to continue during the terms of the Agreement January 1, 1982 through December 31, 1984.

RATIONALE

In the opinion of the Chairman, an existing practice would best be changed or modified by the parties themselves, and should not gen-

erally be imposed by third parties. The two-year delay in effectuating the higher longevity is nevertheless imposed by reason of the novel nature of resolution of Issue II, below.

II. WAGES

The parties joined in a novel and unique approach to this issue, namely, Last Offer Binding Arbitration ("LOBA"). While not provided for in the Taylor Law, the parties are free to adopt this method, and in the opinion of the Chairman, the parties acted wisely. The last offer (LOBA) of the Town is 8% across the board in year one, 7 1/2% in year two, and 7% in year three, said offer matching the Collective Agreement reached by the Town, with its fourteen (14) firemen. PBA in turn introduced as its LOBA, 8% in each of the three years. The principle of LOBA was adopted by the Town on the premise of PBA proposal of no more than three-eighths, so that the loss -- in a manner of speaking -- is contained.

AWARD ON WAGES

Eight percent (8%) across the board in each of the three calendar years 1982, 1983 and 1984.

RATIONALE

The Police wage structure in Town is ahead of the surrounding area, composed of thirty-two (32) units, including the Town. While the Town LOBA is patterned after settlement with its Firemen, it is not realistic to treat this settlement as applicable to the Police

Officers group. The Firemen may not negotiate for the Police Officers, nor may the PBA account for the Firemen. While the Chairman is mindful that the PBA is leading the pack wagewise in the geographic area, he is equally mindful that for 1982, twenty-three (23) settlements in the area (PBA Exhibit 5) exceeded 8% across the board, ranging from 11.8% in Briarcliff to 8.3% in Portchester. There were five (5) settlements for 1982 under 8%, the lowest being 3% at Pelham and Tuckahoe. The average of the twenty-eight (28) units settled for 1982 as of date of hearings, was 8.9%. While working from a higher base in Town, there is nevertheless some paring (8%) in resolution reached by the Chairman for 8% increase in 1982 vis-a-vis the higher average in the area.

The available 1983 settlements show four (4) above 8%, with greater specificity -- 10%-9%-8.5%-9.2%, two at 8%, and the following at below 8% -- 6.3%-7.5%-6.5%. The average to date for 1983 is 8.1%.

Under the concept of LOBA, the Panel must adopt one proposal or the other, and may not introduce its own independent formula. While the Town is desirous to surrender its Police Officers wage level leadership in the area, same is a subject for the collective negotiating process, and not for the third-party neutrals to implement. Nonetheless, in the interest of balancing the equities to the extent possible, we are sufficiently influenced to first institute the \$50 additional longevity as of the first day of the third year

of the Collective Agreement.

Respectfully submitted,



MAX M. DONER
Chairman

~~Concur~~ Dissent as to Award I

~~Concur~~ Dissent as to Award II

With - ~~Without~~ Opinion AS TO AWARD II

W H J

WINFIELD H. JAMES
Member

Concur ~~Dissent~~ as to Award I

Concur ~~Dissent~~ as to Award II

With - ~~Without~~ Opinion

J P H

JOHN P. HENRY
Member

W. H. JAMES
43 ETON ROAD
LARCHMONT, N. Y. 10538

January 7, 1983

DISSENTING OPINION: Interest Arbitration
Town of Mamaroneck/Town of Mamaroneck PBA, Inc.

As the employer member of the public arbitration panel, I respectfully dissent from the award and rationale of the majority dated December 22, 1982.

This minority opinion is addressed to Award II, WAGES.

It should first be pointed out that the basic flaw in this award is that it looks exclusively at percentage increases, instead of salary adjustments in terms of dollars. This fundamentally distorted "percentage" view of salary increases has apparently led to an award not justified on the basis of realities, logic or equity. The basic value of a salary increase lies in the additional dollars it provides for the employee.

It is, of course, true that the LOBA submission required the arbitration panel to rule for either the Town's proposal of 8%, 7½%, and 7% or -- on the other hand -- the PBA's proposal of 8%, 8% and 8%.

As the majority's award stated, the wage structure of the Town of Mamaroneck's Police Officers is ahead of that for all surrounding towns and villages.

In light of this fact, the Town's proposal was very carefully drawn to accomplish several things for the benefit of the Police Officers.

Contrary to the implications in the majority rationale, the Town is not "desirous to surrender its Police Officers wage level leadership". The Town's proposal would tend to maintain the dollar differential between that of its police force and those elsewhere. On the other hand, the PBA proposal and the majority award tend to increase the disparity in salary levels between that of the Town of Mamaroneck and its neighbors. And, while the

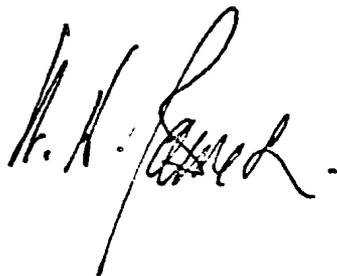
Mamaroneck PBA wage scale differential was achieved through legitimate negotiations in the past, no argument is made that duties in Mamaroneck are more arduous, dangerous or deserving. Certainly, there is no argument for increasing this wage differential by virtue of an arbitration award.

Also, while the Town's proposal involves successive decreasing percentage adjustments in pay scale for each of the three years, it in fact provides increasing dollar improvements of small amounts each year.

The majority award, while being over-influenced by the percentage approach to salary adjustments, gives no consideration to the '82 consumer price index nor to the generally accepted predictions for this index over the next two years (all in the 5-6% area or lower).

Finally, the fact that the Firemen have settled for the percentage proposed by the Town for the PBA was given unusual notice by the majority rationale. The majority seems persuaded to avoid the Town's proposal for the Police Officers because it was identical to that already agreed to with the firemen--and because "the firemen may not negotiate for the Police Officers". If the Town had settled with the firemen for 8%, 8%, and 8%, would the majority award have studiously avoided that choice for its award to the police?

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "H. H. [unclear]". The signature is written in dark ink and is positioned centrally below the text of the letter.

WHJ/er