

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
CASE NO. IA 87-3; M 86-501

NEW YORK PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED
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CONCILIATION

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In the Matter of Interest Arbitration

- between -

TOWN OF MANLIUS

- and -

MANLIUS POLICE BENEVOLENT ASSOCIATION

* * * * *

A W A R D

A N D

O P I N I O N

REPRESENTATION

For the Union

John E. Ferris, Esq., Spokesman

For the Employer

Clifford H. Wilson, Esq., Spokesman

For the Panel

Samuel Cugalj, Public Panel Member and Chairman
Dr. Garth C. Lax, Employee Organization Panel Member
Frank Purpura, Employer Panel Member

On June 11, 1987, the New York State Public Employment Relations Board designated a three (3) member Public Arbitration Panel to resolve the wage re-opener impasse between the Town of Manlius and the Manlius Police Benevolent Association (hereinafter referred to as "TOWN" and "ASSOCIATION" respectively).

On August 12, 1987, a Hearing was held in Manlius, New York to hear the wage issue. The parties submitted a Hearing Brief with multiple Exhibits, and chose to submit Post-Hearing Briefs which were postmarked by August 26. The Panel met in Executive Session on September 3, 1987 in Manlius to review their Hearing notes, Exhibits, Briefs, independent research data, and took into consideration the following criteria as required by Section 209.4 of the Taylor Law as follows:

"(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its finds, taking into consideration, in addition to any other relevant factors, the following:

- a. comparison of the wages, hours and conditions of the 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 interest 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 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 retirements benefits, medical and hospitalization benefits, paid time off, and job security."

A W A R D

ISSUE 1 - WAGES

Article VI, Section A is amended to provide for a seven (7%) increase in the 1986-87 salary schedule as follows:

<u>Police Officer/Investigator</u>	<u>Annual Wage</u>
Entry Level	\$ 18,150
Step 1 (after completion of 1 year)	\$ 19,850
Step 2 (after completion of 2 years)	\$ 20,980
Step 3 (after completion of 3 years)	\$ 22,120
Step 4 (after completion of 4 years)	\$ 23,250
Step 5 (after completion of 5 years)	\$ 24,390
 <u>Sergeant</u>	
Entry Level	\$ 25,800
Step 1 (after completion of 1 year)	\$ 26,370

This AWARD is effective 1/1/87 - 12/31/87.

The new wage schedule is to be implemented as soon as possible, but no later than thirty (30) days from the date of this AWARD. All retro-active monies are to be paid as soon as possible, but no later than forty-five (45) days from the date of this AWARD.

O P I N I O N

As of the Hearing date, the ASSOCIATION was seeking an annual increase of \$2,500 (ca. 11.3%) per officer, while the TOWN offered a 3% wage increase. The average tenure of police officers is approximately 10 years, and the Panel was careful in taking this into account in its deliberations and AWARD.

The Panel believes the most appropriate comparison is the 3 neighboring townships in Onondaga County, namely DeWitt, Clay and Camillus. Geddes was discussed but not included in our deliberations. Clay and Camillus are 15 minutes from Manlius, DeWitt is a contiguous community only slightly smaller in population than Manlius. DeWitt alone, was also a prominent benchmark for the Panel, although it has a 29% greater full value per capita advantage, the TOWN has shown a 58% greater gain vs. DeWitt in that area for the more recent 1984-87 years. The other communities in the County were not believed to be a meaningful comparison, although the city of Syracuse, 10 minutes away, was acknowledged to have a general economic influence. The average salary increase of the 3 townships for 1987 was 4.33%, with their new median maximum salary at \$23,567. The TOWN's 1986 salary maximum was \$22,790, or \$800 less. The comparison with the DeWitt maximum salary of \$25,154 reflects a greater disparity, with the TOWN at a \$2,364 disadvantage. The Panel also observed that in 1985, the beginning of the last Agreement, the ASSOCIATION enjoyed a \$900 annual differential vis-a-vis DeWitt, but that differential has reversed itself to a \$2,364 advantage favoring DeWitt. This AWARD attempts to narrow that differential herein.

With respect to the ability to pay criterion, the TOWN has several favorable characteristics from the latest census which were uncontroverted; their population increased by 3.5% (1980-84); housing units increased 33%; it has the highest average home prices in the County, and the highest per capita income; the TOWN has a strong, growing tax base, with full valuation increasing 43%; the median age of its citizenry is 32 years, and approximately 70% of its employed citizens are in professional, executive, sales, and administrative positions. While the ability to pay is not unlimited, the evidence does support the finding of the Panel.

Documentation indicates that ASSOCIATION members have shown a steady increase in productivity, with a 13% change in first quarter comparisons, following a 12% annual productivity increase in 1986.

With the TOWN having no other bargaining units, the Panel believes the most meaningful comparison for the ASSOCIATION is with other police units, so the peculiarities of different types of work criterion does not fully come into play. The Panel determined that the comparison with Deputy Sheriffs is not as good a match as the other comparables discussed earlier because of their heavy accent on road patrol, vis-a-vis the more variety of police work in the TOWN.

The Panel did take into consideration the terms of the previous collective bargaining agreements, but believes there is no overriding need to compensate for the benefits therein.

DATED: September 25, 1987

Samuel Cugalj

SAMUEL CUGALJ
Public Panel Member and Chairman
(Concurs)

STATE OF NEW YORK)
) ss:
COUNTY OF ~~ERIE~~)
Onondaga

On this ¹⁸ day of September, 1987, before me personally came and appeared ~~Samuel Cugalj~~ ^{GARTH C. LAX} 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.

Patricia A. Revollo
PATRICIA A. REVOLLO
Notary Public, State of New York
Qualified in Onon. Co., No. 31-3250205
My Commission Expires *Oct 31, 1989* (CONCURS)

GARTH C. LAX
EMPLOYEE ORGANIZATION PANEL MEMBER

STATE OF NEW YORK)
) ss:
COUNTY OF ERIE)

Karen R. Kovacevic
KAREN R. KOVACEVIC
NOTARY PUBLIC, State of New York
Qualified in Erie County
My Commission Expires *May 31, 1988*

On this ^{25th} day of September, 1987, before me personally came and appeared ~~Samuel Cugalj~~ ^{GARTH C. LAX} 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.

Frank Purpura
FRANK PURPURA
EMPLOYER PANEL MEMBER
(CONCURS)

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

On this ^{15th} day of September, 1987, before me personally came and appeared Frank Purpura 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.

Janice P. Jasinski
JANICE P. JASINSKI
Notary Public in the State of New York
Qualified in Oswego Co., No. 4735429
My Commission Expires *March 30, 1989*
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