

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
BEFORE A PUBLIC ARBITRATION PANEL

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In the Matter of the Dispute :
between : OPINION AND AWARD
THE TOWN OF RIVERHEAD : Case No.
and : CA-0105
RIVERHEAD POLICE BENEVOLENT ASSOCIATION : M75-969

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APPEARANCES:

For the Town of Riverhead:

Dr. Charles Ganim, President Value Management Consultants, Inc.
Peter S. Janowski, Jr. Esq., Town Attorney
Allan M. Smith, Supervisor, Town of Riverhead
Loran L. Lewis

For the Riverhead PBA:

Hartman and Albert, Esqs. by
Reynold A. Mauro, Esq.
Thomas Dorfer, Jr., President PBA

BEFORE:

Evelyn S. Brand, Esq. Chairman, Public Arbitration Panel
Richard Carey, Town Member
Chester E. Walker, Association Member

Pursuant to a petition for Arbitration filed
by the Town of Riverhead, rejecting Fact-Finding Recommenda-
tions dated June 18, 1976 and a reply thereto filed by the
Riverhead PBA, the New York State Public Employment Relations
Board proceeding under Section 209.4 of the Civil

Service Law, designated the undersigned Public Arbitration Panel "for the purpose of making a just and reasonable determination of the matters in dispute".

Hearings were held in Riverhead on November 4, 19, and December 12, 1976 and it was agreed that no post hearing briefs be filed. On February 10 and February 21, 1977 the 3 Arbitrators conferred in executive session.

A transcript was made of the three hearings; over 100 exhibits were presented.

The Town of Riverhead will hereinafter be designated as "The Town" and the Riverhead Police Benevolent Association as "The Association".

I wish to compliment my two co-panelists as well as the representatives of both sides for their dedication and hard work.

There are 36 Police Officers, 3 Detectives, 1 Detective Sergeant, 4 Sergeants, 3 Lieutenants and 1 Constable in the unit.

The Town of Riverhead consists of 6 communities and part of another in the Eastern part of Suffolk County covering an area of about 80 square miles. It has 20,000 plus residents.

The present contract expired December 31, 1975. A Fact-Finding report dated June 18, 1976 (PBA Ex. 4) was put in evidence. Section 209.4(b) states that the panel may cover but shall not be bound to, adopt any recommendations made by the Fact-Finder.

NON-ECONOMIC ISSUES:

1. WORK SCHEDULE:

AWARD: Agree with the Fact-Finder that any change in the Work Schedule be denied.

2. SICK LEAVE:

AWARD: Agree with the Fact-Finder that any change in Sick Leave be denied.

3. VACATION:

AWARD: Agree with the Fact-Finder that any change in Vacation be denied.

4. RECALL:

AWARD: Agree with the Fact-Finder that any change in Recall be denied.

5. HOLIDAYS:

The Association requested that any compensation for salary received in lieu of holidays be credited as compensation for retirement purposes.

AWARD: Disagree with the Fact-Finder and deny this provision.

6. DEATH LEAVE:

The Association requested that this be extended from 3 to 7 days. The Fact-Finder recommends 5 days.

The present contract provides for 5 personal leave days per year with an accumulation to 10. These could

be used as additional Death Leave.

AWARD: That 3 days Death or Bereavement Leave be granted for the death of employee's wife, child (including adopted child), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law.

7. PAY SCHEDULE:

AWARD: Agree with the Fact-Finder that bi-weekly payment or issuance of checks be on Thursday, and where a legal holiday occurs on a Thursday, payment be made after 1 P.M. on the previous business day.

Regarding the Association's requests for all other items than regular salary:

AWARD: Cleaning: 12/15 to 12/25

Detective in Plain Clothes: 12/15 to 12/25

Holiday Compensation: 6/15 to 6/25, 12/15 to 12/25

3. RESIDENCY REQUIREMENT:

A great deal of time was spent during the second day of the hearings on this subject. Mr. Dorfer, who does not live in the Town of Riverhead, told of the difficulties

of selling a house in this market. The Town Attorney gave many reasons for requiring that Police Officers live in The Town. However, at a recent Town Board meeting, the following resolution was adopted with which we are in accord.

AWARD: As of January 1, 1976 henceforth any employee hired by the Town of Riverhead who is not at the time of employment a resident of this Town shall establish his domicile in the Town of Riverhead within six months and that as a condition of employment said employees shall maintain their domicile in the Town of Riverhead for the period of their employment.

9. MARINE BUREAU ASSIGNMENT:

There was no testimony or evidence adduced on this item.

AWARD: Agree with the Fact-Finder that this be denied.

10. SUBPOENA OR WRITTEN NOTICE APPEARANCES:

There was no testimony or evidence adduced on this item.

AWARD: Agree with the Fact-Finder that this be denied.

11. DETECTIVE CALL DUTY:

There was no testimony or evidence adduced on this item.

AWARD: Agree with the Fact-Finder that this

be denied.

ECONOMIC ISSUES

12. OVERTIME:

There was no testimony or evidence adduced on this item.

AWARD: Agree with the Fact-Finder that this be denied.

13. LONGEVITY:

There was no testimony or evidence adduced on this item.

AWARD: Agree with the Fact-Finder that this be denied.

14. NIGHT DIFFERENTIAL:

The Fact-Finder recommends \$100.00 per quarter.

AWARD: This be denied because of the cost involved and we recommend that the item be negotiated at a later date.

15. SALARIES:

There was considerable time and energy spent on this subject, not only by the representatives of the Town and the Association at the hearings, but in the two Executive sessions. Mr. Carey, Panel Representative of the Town submitted numerous breakdowns to the panel as did Mr. Walker, Association Panel Representative.

The first day of the hearings was spent primarily in the Town's effort to show that the Universal Point

System applied to Riverhead. Town exhibit "U" evaluates jobs under the headings of Knowledge, Experience, Judgment, Responsibilities for Contracts, Responsibilities for Guidance of Others, Supervision Received, Responsibility for Accuracy, Effort or Application, Physical Application Dexterity (clerical positions only) and Working Conditions.

This Exhibit obviously encompasses positions unrelated to police. Automotive Mechanics and Foremen were given 344 points and Police Officers, 318.

The Town's Witness, Loran L. Lewis, is a wage and salary administrator at the Buffalo Division of the Westinghouse Electric Corporation. He testified that his company does not use this system and he was not permitted to discuss anything about Westinghouse.

The Universal Point System has no relevancy to Police comparability. Police were not compared to other police in nearby communities. Moreover, since Mr. Lewis' company does not use the Universal Point System and he could not and would not give us any of his expertise involving his work at Westinghouse, all of this must be disregarded.

On the third day of the hearings, Town Supervisor, Allan M. Smith, went into great detail about the Town of Riverhead with its large agricultural components, sewer drainage problems being shelved, constant pressure on the tax base by Senior Citizens, economic liabilities on tax assessment on vacant or lower valued buildings. He stressed that the tax burden is very high with a substantial increase

in the year's taxes.

The salaries recommended by the Fact-Finder based on 8% increases in each of two years are in the budget but would apparently call for dismissing 5 Police Officers. The budget also includes \$20,500. longevity pay, \$12,000. over-time, \$45,000. holiday pay and \$15,600. night differential.

On November 1, 1975 the employees in this unit received a large increase which gave them parity with Suffolk County Police.

The current average salary is \$15,410. The Fact-Finder recommends 5th year Police Officer's salary effective May 1, 1976 of \$16,643. and \$17,974. as of May 1, 1977 which is 8% for each year.

There are no Police Officers at the 1st step, 2 at the 2nd step who will go into the 3rd, 10 at the 4th step who will go into the 5th and 24 at the 5th step. The 2nd year there will be 34 at the 5th step.

The denial of a night differential will save \$26,000. for both years.

The Fact-Finder recommends 8% as of May 1, 1976 and 8% as of May 1, 1977. The Town Panelist suggests 14% in different combinations for the 2 years.

The Fact-Finder recommends inordinate increases for those above Patrolman 5th. These would all be less than the Suffolk County schedule but more than East Hampton and South Hampton.

The Southhold high award came in after the

hearings were closed and cannot be part of this report. However, the PBA is neither blind nor deaf and it is safe to assume they included this in their thinking.

Riverhead has more arrests, year-round traffic and more police activity than the rest of the Eastern Shore, which has accelerated duties during the summer. Riverhead is, after all, the County Seat of Suffolk County and has a year-round constituency.

Considering all the equities, problems, comparability and ability to pay, the following, amounting to 7 1/2% for each year is awarded as follows.

AWARD:

	<u>November 1, 1976</u>	<u>August 1, 1977</u>
1st Year Police Officer	\$10,481.	\$11,267.
2nd Year Police Officer	13,316.	14,315.
3rd Year Police Officer	14,510.	15,598.
4th Year Police Officer	15,727.	16,906.
5th Year Police Officer	16,566.	17,808.
<u>Detectives</u> <u>3rd Grade</u>	\$17,316.	\$18,476.
2nd Grade	17,516.	18,676.
1st Grade	17,716.	18,376.
Sergeant	\$18,866.	\$19,826.
Detective Sergeant	19,166.	20,326.
Lieutenant	19,866.	21,226.

The two year contract is to begin January 1, 1976 and end December 31, 1977. All payments for the first year are to be retroactive to November 1, 1976 as November 1, 1975 was the date of the last raise.

Any items not specifically spelled out in this report are to be deemed rejected.

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-and- :
RIVERHEAD POLICE BENEVOLENT ASSOCIATION :
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The UNDERSIGNED ARBITRATOR, having been appointed in accordance with Section 209.4 of the Civil Service Law of the State of New York and having duly heard the proofs and allegations of the Parties and made their determinations thereon in accordance with Section 209.4 (iii), (iv), and (v), AWARD as set forth above.

Evelyn S. Brand

EVELYN S. BRAND, ESQ., Chairman,
Public Arbitration Panel

STATE OF NEW YORK)
) SS. "
COUNTY OF KINGS)

On this 3rd day of March, 1977, before me personally came and appeared Evelyn S. Brand, Esq., to me known and known to be the individual described herein and who executed the foregoing instrument, and she acknowledged to me that she executed the same.

Mary E. Hugel

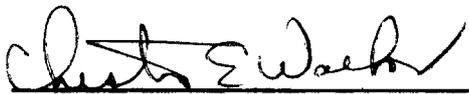
MARY E. HUGEL
Notary Public, State of New York
No. 123456789
Exp. 12/31/77
MAR 10 1977

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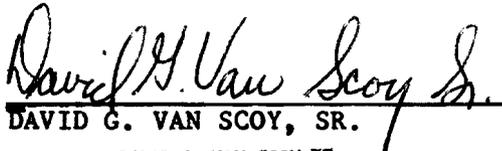
The UNDERSIGNED ARBITRATOR, having been appointed in accordance with Section 209.4 of the Civil Service Law of the State of New York and having duly heard the proofs and allegations of the Parties and made their determinations thereon in accordance with Section 209.4 (iii), (iv), and (v), concur with the AWARD as set forth above.



CHESTER E. WALKER
P.B.A. Panel Member

STATE OF NEW YORK)
)SS.
COUNTY OF SUFFOLK)

On this 28th day of March, 1977, before me personally came and appeared Chester E. Walker, to me known and known to be the individual described herein and who executed the foregoing instrument, and he acknowledged to me that he executed the same.



DAVID G. VAN SCOY, SR.
DAVID G. VAN SCOY SR.
NOTARY PUBLIC, State of New York
No. 52-9441715, Suffolk County
Term Expires March 30, 1978