
IN THE MATTER OF THE ARBITRATION

between

TOWN OF EAST HAMPTON

and

EAST HAMPTON TOWN

POLICE BENEVOLENT ASSOCIATION

N.Y.S. PUBLIC EMPLOYMENT
RELATIONS BOARD
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CONCILIATION

N.Y. State Public Employment
Relations Board

Case No. IA-97;M78-549

Public Arbitration Panel

Arthur T. Jacobs,

Public Member and Chairman

Richard J. Carey,

Employer Member

Eugene Roemer, Employee Organization
Member

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POLICE BENEVOLENT ASSOCIATION

Public Arbitration Panel
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and Chairman
Richard J. Carey, Employer Member
Eugene Roemer, Employee Organiza-
tion Member

Appearances:

For the Town
Dr. Charles J. Ganin

For the P.B.A.
Reynold A. Mauro, Esq. of Hartman & Lerner, Esqs.
Van K. Quick, Police Officer, Town of East Hampton
Chester Walker, Police Officer, Town of Southampton
Edward J. Fennell, Municipal Finance Consultant
John Henry Doyle, Police Chief, Town of East Hampton

Background

The above Public Arbitration Panel was appointed on July 25, 1979 by the New York State Public Employment Relations Board under Civil Service Law, Section 209.4 to determine the unresolved terms of a collective bargaining Agreement between the Town of East Hampton and its police force represented by the East Hampton Town Police Benevolent Association, for the period beginning January 1, 1979. At the convenience of all concerned hearings were held on the disputed items on October 19 and 20, 1979 and supplementary material from the parties and transcripts of the hearings were received by the first week of December. The arbitrators met on two occasions and reached unanimous agreement on the following awards:

1. The Agreement shall be for the two calendar years 1979 and 1980.
2. All members of the Unit, except radio operators, shall be given a salary increase of 7 percent effective January 1, 1979. Radio operators at all ranks shall be given a 5 percent salary increase.

3. Effective January 1, 1980 all patrolmen who have completed their fifth year of service or more shall be provided a base salary of \$21,225 and this fifth step shall become part of the Agreement and, therefore, be applied to police officers who subsequently complete five years of service.
4. Effective January 1, 1980 all members of the Unit except radio operators and those placed on Step 5 of the patrolmen's scale shall be given a 7 percent salary increase. Radio operators at all ranks shall be given a 5 percent salary increase.
5. Effective January 1, 1980 a night differential of \$200 shall be paid police officers who regularly work the 4 pm-12 midnight or the 12 midnight to 8 a.m. shifts.
6. Effective January 1, 1979 longevity compensation shall be as follows:

\$500 upon completion of five (5) years of service
\$750 upon completion of ten (10) years of service
\$1,000 upon completion of fifteen (15) years of service.
7. Section 10 of the contract shall be amended to include the following language: "Personal days may be carried over for two years. At the end of two years accumulated personal days shall be converted to sick leave. Employees shall have the option of carrying over personal days and converting them to sick days."
8. The current provision in Section 19 providing for leave days for the donation of blood shall be deleted. Mr. Carey dissa
9. If the Town, County, or State Government declares a special holiday, members of the unit shall be credited with an additional paid holiday. However, should said holiday be declared to provide for an emergency condition such as riot, strike, storm or other like calamity, members of the unit shall not receive additional holiday credit.
10. When an employee's tour of duty is extended by overtime or any other reason other than mutually exchanged tour of duty, said employee shall be granted at least eight hours rest time before reporting to work, without any extension of any subsequent tours of duty.

11. The Town shall subscribe to the Suffolk County Employees Credit Union subject to the availability of this benefit to East Hampton Town. Once accepted into the program, the Town shall make this benefit available to employees of the unit. Any administrative cost mandated by this program shall be assumed by the PBA.
12. No employee shall be recalled from vacation unless there are no other non-vacationing qualified employees available to perform the required assignment.
13. The PBA shall be entitled to Agency Shop protection as set forth in the Town Board resolution adopted April 26, 1978.
14. Upon retirement or death, employees will receive compensation in full for unused sick days not to exceed a maximum of 50 days (in case of death, dependent survivor will receive compensation). Mr. Carey dissents.
15. The PBA president or designee shall have up to and including twelve (12) paid days per year for PBA official business scheduled on the PBA president's work day.

Additional days off above the 12 mentioned above could be approved solely at the discretion of the Chief of Police.

15. Payment of college credits under Section 12 shall only be made under the following conditions:
 - (a) For credits earned while matriculating for a degree in Police Science or Criminal Justice.
 - (b) For non-matriculated credits earned only in Police Science or Criminal Justice.
 - (c) For credits taken after entry into the East Hampton Town Police Department.

Employees currently receiving college credit longevity shall suffer no reduction in pay or benefits under this section.

Once an employee receives a degree in Police Science or Criminal Justice he shall receive all of the benefits of this section for all credits earned as applied toward this degree.

17. Section 10 shall be modified to provide that when an employee is scheduled to work on a holiday and that employee elects to take vacation time encompassing said holiday tour, the employee shall not suffer a deduction of holiday time and that holiday shall be credited to the employee's unused vacation allotment.
18. There shall be no restriction for an employee on outside (off duty) employment. An employee may not use departmental property or equipment on such outside employment.

The awards above constitute "a just and reasonable determination of the matters in dispute" - to quote Section 209.4(v). They are based upon the criteria set forth in that Section:

a. Comparison of wages, hours and conditions of employment.

Both parties agreed in the main, and so does the panel, that the most pertinent comparisons are with the employment terms of police officers in the other four towns which with East Hampton make up the East End of Suffolk County: Riverhead, Southhampton, Shelter Island, and Southold. These five towns maintain their own police departments; the five West End Suffolk County towns are policed by Suffolk County. All officers take Suffolk County Civil Service examinations and are appointed from the list of those who pass. They all also go through the same police academy training before going on active duty.

The five East End towns have very much in common economically. They are non-industrial in the main and are popular summer vacation areas, especially for residents of the New York metropolitan area.

Consequently, the police forces in the five East End towns come out of a common source and face common problems under essentially similar conditions. In the judgment of the panel, the members of these forces should, therefore, enjoy contract terms that are somewhat in line one to the others.

Comparisons were also made by the Town with the salaries and other working conditions of police in the Villages of East Hampton, Sag Harbor, and Southhampton, all part of the East End. These also were examined and taken into account in our deliberations, but being more shopping center oriented with much smaller police forces than the Towns, they were not weighed as heavily by the panel.

The Town further compared its police salaries with those of selected other town employees: senior dog warden, senior building inspector, airport manager, all of whom have important jobs but earn less than police officers. The panel gave this comparison weight, but considered it of far less importance than the salaries paid throughout the East End towns for police work.

No comparisons were adduced by either party with the employment practices in private industry or in non-profit organizations. The assumption was that comparable jobs in these areas do not exist in sufficient number in the East End to be meaningful.

"b. the interests and welfare of the public and the financial ability of the public employer to pay."

There is no disagreement between the parties about the vital link between police work and "the interests and welfare of the public." On ability to pay, the P.B.A. presented a report by Edward J. Fennell, Municipal Finance Consultant, which analyzed in some detail the Town's debt -- only 5.3 percent of the limit was being utilized at the end of 1978; comparative full value tax rates -- the Town ranked 5th among the ten Suffolk County towns in 1978 and had a full value rate per \$1,000 of assessed valuation of \$4.95 as compared with the County average of town rates of \$5.21; overall financial condition -- the Town has had a substantial fund balance for many years; and the 1979 budget included "an adequate appropriation for 1979 expenses."

These conclusions were not challenged by the Town, except to assert that its 14,000 permanent residents are on the whole far less able to pay higher taxes than the summer residents whose taxes support the major part of the budget. However, no data on the impact of higher taxes on the permanent residents was available to prove the assertion. Nor was any data presented to the panel to demonstrate that higher taxes resulting from higher police costs would adversely affect anyone.

We can only conclude that the Town does have the ability to pay a reasonable salary and additional fringe benefits to its police force.

"c. comparison of peculiarities in regard to other trades..."

There was no dispute between the parties over the paramount (1) hazards and (2) physical requirements of police officers compared to other trades or professions. There was a difference between them over the third criterion in this subsection of 209.4; the educational qualification, high school graduation, is less than is required of other positions in the Town paying less. Of (4) mental qualifications, no direct evidence one way or another was provided. As for the fifth factor, "job training and skills," it was concluded by both parties that police officers undergo a rigorous training period at the County Police Academy, whereas other positions in the Town require either no equivalent training or else applicants must have had qualifying experience in order to be considered.

"d. The terms of the collective agreements negotiated between the parties in the past..."

These agreements did influence the panel. Some of their provisions clearly were comparatively good, others comparatively behind current trends and patterns in collective bargaining contracts. The panel was mindful that collective bargaining is basically an incremented system and hence in its awards it is not imposing any really radical changes in the "wages, hours, and conditions of employment" of the East Hampton police force.

Reviewing especially salary comparisons between the Towns, the panel found that the main reason East Hampton patrolmen's salaries lagged behind those elsewhere in the East End was the lack of a 5th increment step. By adding one, the patrolmen would all be basically paid within the same general range as their counterparts in the other town.

The P.B.A. requested a 9% wage increase, the town offered 7%. The panel did not want to go beyond the President's Guideline of 7% and, therefore, adopted the Town's overall offer, but in the interest of equity also adopted the 5th step concept for patrolmen and, to bring the radio operators' wages more in line with the wages paid that job classification in surrounding communities, award them only a 5% increase.

Awards numbered five (5) and six (6) are based primarily upon the panel's belief that equity justifies them.

The remaining awards incorporate the negotiated understandings reached by the Town and the P.B.A., with which the panel concurs.

January 26, 1980

Arthur T. Jacobs

State of New Jersey
County of Bergen
Dated: January 28, 1980

On this 28th day of January 1980 before me personally came and appeared Arthur T. Jacobs 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.

MARY C. DRIGGS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 3, 1983

Mary C. Driggs

Notary

State of New York
County of
Dated:

Richard J. Carey

On this day of 1980 before me personally came and appeared Richard J. Carey 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.

Notary

State of New York
County of
Dated:

Eugene Roemer

On this day of 1980 before me personally came and appeared Eugene Roemer 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.

Awards numbered five (5) and six (6) are based primarily upon the panel's belief that equity justifies them.

The remaining awards incorporate the negotiated understandings reached by the Town and the P.B.A., with which the panel concurs.

January 26, 1980

Arthur T. Jacobs
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State of New Jersey
County of Bergen
Dated: January 28, 1980

On this 28th day of January 1980 before me personally came and appeared Arthur T. Jacobs 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.

MARY C. DRIGGS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 3, 1983

Mary C. Driggs
Notary

State of New York
County of
Dated:

Richard J. Carey
Richard J. Carey

On this 4th day of February 1980 before me personally came and appeared Richard J. Carey 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.

Richard J. Carey
Notary

State of New York
County of
Dated:

Eugene Roemer
Eugene Roemer

On this 4th day of Feb 1980 before me personally came and appeared Eugene Roemer 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.

PAULINE M. LAPOSTOLLE
NOTARY PUBLIC of New York
No. 52-1751 of Folk County
Term Expires March 30, 1981

Pauline M. LaPostolle
Notary

