

JUN 3 1981

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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:
IN THE MATTER OF THE IMPASSE
:
 Between
:
TOWN OF RIVERHEAD
:
 Public Employer
:
 -and-
:
RIVERHEAD P. B. A. INC.
:
 Public Employee Unit
:
-----X

CONCILIATION

AWARD OF
ARBITRATION
PANEL

PERB #IA-80-27

Under date of November 3, 1980, the New York State Public Employment Relations Board determined that a dispute continued to exist in the negotiations involving the parties designated herein, and that said dispute came under the provisions of the Civil Service Law, Section 209. 4.

Pursuant to the authority vested in the New York State Public Employment Relations Board under Section 209. 4 of the Civil Service Law, a Public Arbitration Panel was designated for the purpose of making a just and reasonable determination of the dispute.

The Public Arbitration Panel consists of the following:-

- PUBLIC PANEL MEMBER AND CHAIRMAN: Lawrence I. Hammer
101 Grand Avenue
Massapequa, N. Y. 11758
- EMPLOYER PANEL MEMBER: Richard J. Carey, Sr.
Middle Road
Riverhead, N. Y. 11901
- EMPLOYEE ORGANIZATION PANEL MEMBER: Gene Roemer
1057 Pulaski Road
East Northport, N. Y. 11731

FOR THE TOWN OF RIVERHEAD

Dr. Charles Graves

Labor Consultant

FOR THE RIVERHEAD PBA

Richard Hartman, Esq.

Labor Counsel

(by) Reynold A. Mauro, Esq.

The statutory provisions applicable to the Compulsory Interest Arbitration as set forth within Section 209.4 of the Civil Service Law, directs that the Public Arbitration Panel in arriving at a just and reasonable determination of the matters in dispute, shall specify the basis for its findings, taking into consideration: -

- 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 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.

In addition, the Statute directs the panel to take into consideration any other relevant factors.

The Public Arbitration Panel conducted hearings at which the full negotiating teams for both parties were present and at which all parties were given an adequate opportunity of giving testimony and presenting both orally and in written form, documentation and data to substantiate its respective positions.

Said hearings, of which an official transcribed record exists, took place on:

December 12, 1980
December 22, 1980
January 12, 1981
February 12, 1981 and
March 2, 1981

After examining the data presented, the panel met in executive session to evaluate and discuss the facts, arguments and evidence offered during the five days of hearings. Said executive sessions were held on:-

April 8, 1981
April 29, 1981 and
May 11, 1981

The following items were at impasse, and on which positions, arguments and data was presented: -

1. Salaries
2. Longevity
3. Night Differential
4. Detectives Overtime
5. Clothing Allowance
6. Work Year
7. Sick Leave & Terminal Leave
8. Dental Insurance
9. Prescription Insurance
10. Agency Shop
11. Bill of Rights
12. Chemical & Blood Tests
13. Hospitalization "CAPS"
14. Recall & Standby Time
15. Personal Leave Days
16. One Year Final Average Benefits
17. Maintenance of Benefits
18. Recognition Clause
19. Bereavement Leave

The parties have agreed that this panel should base its Award upon a multi-year contract covering calendar year 1981 and 1982.

There are 46 persons in the Riverhead Police Department, including the Chief of Police, of whom 31 are on regular patrol duty.

1. SALARIES

Members of the Riverhead Police Department presently receive the following salaries: -

First Year	\$ 13,588.53
Second Year	17,264.56
Third Year	18,811.90
Fourth Year	20,389.42
Fifth Year	21,477.26
Constables	16,731.97
Detective Grade 3	22,282.92
Detective Grade 2	22,524.13
Detective Grade 1	22,765.33

Aside from individuals presently in or about to enter the Police Academy, all patrolmen are in at least their fifth year in the Department and in 1980 earned the indicated benchmark of \$21,477.26.

The PBA proposed that the \$21,477.26 benchmark figure be increased as follows: -

- 7.9% on January 1, 1981, raising the top patrolman's salary to \$23,195.00
- 7.9% on September 1, 1981, raising the fifth year salary to \$25,050.00, and
- 8% on April 1, 1982 raising the benchmark to \$27,054.00

The Town of Riverhead offered salary increases of 3% on January 1, 1981 and another 3% on July 1, 1981. Such percentage increases would raise the fifth year salary to \$22,121.58 on January 1, 1981 and to \$22,785.23 on July 1, 1981. For 1982, the Town offered increases of 2 1/2% on January 1 and again on July 1, 1982, which would raise the benchmark figures to \$23,354.55 and \$23,938.73.

Salaries in Riverhead exceeded those earned in Easthampton Town [1] (\$21,225.00) and Easthampton Village (\$21,400.00) but were exceeded in Westhampton Village (\$22,109.00) and Southampton Town (\$22,850.00) and by the Suffolk County Police Department (\$24,681.00), as well as Southold (\$21,804.00), Asharoken (\$24,618.00).

Real Estate Taxes in Riverhead range between \$24.06/\$100.00 A. V. and \$32.83/\$100.00 A. V. depending upon the School District involved. While 17 Suffolk Communities have a lower tax rate, some 27 have higher tax rates.

The 1981 tax rate is going up to \$34.35/\$100.00 A. V. but same is not caused by anticipated salary increases, but because of cuts in State Aid and reductions in estimated revenues, which may or may not be an accurate assessment.

Conceded is the fact that the number of fixed income families in Riverhead is high and that 34% of the total assessed valuation in the Town is exempt from taxation.

An analysis of the 1981 budget reveals an unexpended 1980 balance of some \$200,000.00 which is being appropriated, though the sum could be greater if the prior years pattern is being followed. In 1980 \$600,000.00 was appropriated though some \$1,000,000 was available at the end of 1979.

A \$100,000 contingency allocation in the 1981 budget can be used for most anything, including salary increases.

[1] All of the Department listed work a shorter year than the 256 days worked in Riverhead. This will be discussed in more detail later in this report.

The Town of Hempstead expends \$58.25 for each of its 21,821 residents towards operating its Police Department. Suffolk County expends \$60.28 per citizen.

The Riverhead tax base has for 1980-81 declined by some \$3,000,000 from the prior years base.

Settlements in neighboring towns would generally be a prime consideration for an arbitration panel. However, 1981 settlements are almost non-existent. Southampton Town is about the only settlement reported. Their 1980 benchmark \$22,850.00 was improved by 4 1/2% on January 1, 1981 and will be further improved by another 4 1/2% on July 1, 1981, and then 8.1% on January 1, 1982, which would raise the top patrolman's salary to \$27,000.00.

AWARD

That salaries for all members of the unit be increased so as to reflect the following: -

1. That the Police Officer who on December 31, 1980 earned \$13,588.53 shall effective January 1, 1981 be raised to \$14,200.00.
2. That the Police Officer who on January 1, 1981 was paid at the annual rate of \$14,200.00 be increased on July 1, 1981 to the annual rate of \$14,800.00.
3. That the Police Officer hired before July 1, 1981 shall be compensated at the rate of \$17,200.00 as of January 1, 1982.
4. That the Police Officer hired after July 1, 1981 but before December 31, 1981 shall be increased to \$17,200.00 as of July 1, 1982.
5. That the Police Officer who earned the benchmark of \$21,477.26 as of December 31, 1980 shall be increased to the annual rate of \$22,400.00 on January 1, 1981 and to \$23,500.00 on July 1, 1981.
6. That the Police Officer who earned the benchmark salary of \$23,500.00

as of July 1, 1981 shall earn effective January 1, 1982 an annual salary of \$24,500.00 and be further raised to the annual rate of \$25,500.00 on July 1, 1982.

6. That there being no one in the Department having 2, 3 or 4 years of service as of December, 1980, the salary guide to reflect the above Award, be amended so as to establish the following: -

	<u>Jan. 1, 1981</u>	<u>July 1, 1981</u>	<u>Jan. 1, 1982</u>	<u>July 1, 1982</u>
First Year	\$ 14,200.00	\$14,800.00	\$14,800.00	\$14,800.00
Second Year	16,500.00	17,200.00	17,200.00	17,200.00
Third Year	18,800.00	19,600.00	19,600.00	19,600.00
Fourth Year	21,300.00	22,100.00	22,100.00	22,100.00
Fifth Year	22,400.00	23,500.00	24,500.00	25,500.00

7. The sole Constable employed by the Town and within the unit, who earned \$16,731.97 on December 31, 1980, shall be increased to the following annual rates as of the indicated dates:

\$17,485.00 on January 1, 1981
 \$18,270.00 on July 1, 1981
 \$19,090.00 on January 1, 1982
 \$19,855.00 on July 1, 1982

8. Third Grade Detectives salaries shall be increased from the \$22,282.92 December 31, 1980 rate to: -

\$23,285.00 on January 1, 1981
 \$24,335.00 on July 1, 1981
 \$25,430.00 on January 1, 1982
 \$26,450.00 on July 1, 1982

9. Second Grade Detectives salaries shall be increased from the \$22,524.13 rate earned as of December 31, 1980 to: -

\$23,540.00 on January 1, 1981
 \$24,600.00 on July 1, 1981
 \$25,700.00 on January 1, 1982
 \$26,730.00 on July 1, 1982

10. First Grade Detectives salaries shall be increased from the \$22,765.33 rate earned as of December 31, 1980 to: -

\$23,790.00 on January 1, 1981

\$24,860.00 on July 1, 1981

\$25,980.00 on January 1, 1982

\$27,020.00 on July 1, 1982

11. That all salary increases indicated as being effective January 1, 1981 shall be made retroactive to such date.

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2. LONGEVITY

Members of the Department, in addition to the base salaries discussed above, receive longevity stipends equal to 3% of their salaries after 10 years in the Department, 4% after 15 years and 5% after 18 years

The PBA sought to retain the percentages but to reduce the number of years for eligibility as follows: -

3% after 6 years
4% after 10 years
5% after 15 years

The Town proposed translating the 1980 percentages into its dollar equivalent, and then establishing longevity as that particular dollar thereafter, so that longevity payments would not increase as the base salaries rose and the percentage was applied against such increasing base.

There is no set pattern herein amongst Suffolk Police Departments. Some have percentages which may differ from those in effect in Riverhead, while some have flat dollar amounts which in most instances would be somewhat lower than that which the present Riverhead percentages translate into. While the years too may differ elsewhere, there is no vast discrepancy which would warrant a contractual change.

AWARD

1. That the present contractual provision relating to longevity continue without change or modification.

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3. NIGHT DIFFERENTIAL

Presently a night differential of \$200.00 is paid to all members of the Department to cover the hardships involved in the evening and night tours of duty.

The PBA proposed that such differential be increased to \$650.00, but that same be paid only to those individuals who actually work the shifts involved, and then only for the time each individual actually worked such tour or tours.

The Town, while originally seeking to eliminate the night differential, dropped such proposal and sought to continue to pay the same \$200.00, no more-no less.

Night differentials too vary amongst Departments, though with the exception of the Suffolk County County Police, the \$200.00 stipend is more common than not.

As salaries go up, a night differential too should go up, and if same was based upon a percentage, such would be the end result.

AWARD

1. That on January 1, 1981 the night shift differential shall be increased to \$218.00.
2. That on January 1, 1982 the night differential be further increased to \$235.00.

XXXX

4. DETECTIVES OVERTIME

Article 8 of the contract, all members of the Department, other than Detectives, who work in excess of their normal 40 hour work week (or 8 hours in any day) be paid overtime for all such hours at the rate of time and one-half their regular rate.

The PBA sought to expand the overtime provision of the contract so as to include Detectives into the entitlement.

The Town opposed the inclusion of Detectives for overtime entitlement, as the nature of the job often times necessitates the putting in of overtime, much more so than is required of other members of the Department.

Detectives currently receive an extra \$668.00 merely for acting as a Detective. This is to partially compensate for the extra time that the position entails.

AWARD

1. That Detectives continue to be excluded from the overtime provisions of Article 8 of the contract.

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5. CLOTHING ALLOWANCE

Members of the Department presently receive \$200.00 annually towards the maintenance of their uniforms. Detectives receive \$300.00 per year.

The PBA sought to increase the allowance to \$400.00 per year.

The Town offered no increase herein.

Costs of dry cleaning has, like all other expenses, gone up over the past year or so. What was a reasonable figure yesterday, is not necessarily so today.

The PBA testified that it costs between \$5.00 and \$7.00 per week for cleaning one's uniforms, which would at \$200.00 a year, result in a deficit.

When one is required to wear a uniform, the employer in requiring the uniform, should for the most part pick up the bulk of the expenses (though not all of the expenses) involved in maintaining and cleaning the uniform. Not all of the expenses because everyone must wear clothes to work and must stand cleaning expenses, as few if any employers, except for the uniformed forces, pay anything towards cleaning.

At \$5.00 to \$7.00 per week for cleaning would result in an annual cost to the Police Officer of \$260.00 to \$364.00, probably in actuality, closer to the latter sum.

AWARD

1. That the clothing allowance be increased by \$50.00 retroactive to January 1, 1981.

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6. WORK YEAR

Members of the Department presently work a 256 day work year.

The PBA proposed to reduce same to a 249 day work schedule.

The Town objected to any reduction in the overall work year, pointing to the ever increasing need for more police being available at all times.

The Town contended that a 249 day work year would require the addition of at least 3 more policemen at an estimated expenditure, including fringes, of close to \$125,000.00.

The only other area Police Departments working a 256 day work year is Southampton Village (whose 1981 salary will exceed that Awarded herein above) and Southold Town (where the 1980 salary exceeded that paid in Riverhead).

Asharoken works its Police 249 days, while Easthampton Town and Easthampton Village each work 238 days, Southampton Town and Suffolk County require its Police to work a 232 day work year, while Westhampton Village works a long (more than 8 hours duration) 208 days a year.

Several intangibles must be taken into consideration if a reduced work year is to be Awarded.

The question of total days or hours worked in any week must be considered, as more than 5 days in any week or more than 40 hours work in any week would involve overtime.

Likewise the integrity of a squad must be considered. The makeup of the squad should not change. The unit must be preserved.

The PBA set forth several different proposals that would accomplish their aims, namely a reduction in their work year to 249 days. Whether any or all of them took into consideration the above indicated intangibles is not clear. They may have.

If a work year reduction is to be put into effect, it must be left to management to determine precisely what plan is to be adopted.

The panel is convinced that a plan which (1) maintains the integrity of the squad, and (2) limits work to 5 days out of any 7 consecutive days, can be developed which would result in a more competitive 249 day work year.

The reduction in the work year from 256 days to 249 results in a work reduction of 2.73%, which figure was taken into account in deciding upon the 1981 and 1982 salaries.

Likewise, one cannot ignore the fact it will take time to work out and implement a reduced work schedule. It cannot be done overnight.

Overtime calculations as well as computation of holiday pay has been considered by the panel in connection with the reduced work year proposal.

The panel is also aware that no Compulsory Interest Arbitration panel has heretofore ever recommended a work year reduction, same always being referred back to the parties for negotiations thereon.

Riverhead went through this some 2 years ago, when the panel referred the matter back to the parties. So what happened? Nothing. The parties could not reach an accommodation, notwithstanding that a 256 work year in police circles is almost distinct.

Under the circumstances the panel has no choice but to bite the bullet and make an affirmative. . . . and unanimous decision thereon. However, merely because the Panel acted affirmatively this year, it is hoped that similar reductions, calling for further reductions, will not become an annual subject for negotiations.

AWARD

1. That effective with January 1, 1982 a 249 day work schedule be put into effect.
2. That any 249 day work schedule implemented maintain the integrity of the squad.
3. That any 249 day work schedule implemented be one that limits 5 days of work out of any 7 consecutive calendar days, except in the event of an emergency or an unanticipated condition beyond the Townships control.
4. That the selection of which of the many available plans be implemented, be left to the discretion of the Chief of Police and the Town Government.
5. That for purposes of computing holiday pay and for the calculations of overtime, a mythical 260 day (2080 hour) work year be used as the base.

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7. SICK LEAVE & TERMINAL LEAVE

Sick leave is presently accrued at the rate of 1 1/2 days per calendar month of service, and may be accumulated to a maximum, if not used, to 175 days.

If not used by the time of retirement the officer is paid for 1/2 of the days accumulated up to 140 days, plus 1 day for each year of service.

There is also a provision which permits the Town to require a Medical Certificate as to an illness, but only of 3 different absences during the course of a year.

There is also a provision whereby an officer who has not used any of his sick leave days during the year, will be granted 2 days off during the following year.

Article 22 of the contract permits the Town to require a physical of any member who has been on the force 10 or more years.

The PBA sought to increase sick leave entitlement to 24 days per year as of January 1st of each year, cumulative to 280 days, with full payment on retirement for all unused accumulated sick days.

The Town sought to require any member of the Department, irregardless of his length of service, to submit to an annual physical.

The PBA saw no need for an annual physical.

The Town proposed to cut the possible 18 days annual sick leave (1 1/2 days per month) to 12 days at the rate of 1 day per month.

The Town also sought the right to require a Medical Certificate for any absence, notwithstanding that there may not have been 2 previous sick call-ins.

The Town sought to discontinue allowing 2 days off merely because one was healthy and did not need to use any of their sick leave in any year.

The Town proposed deletion of Article 21, the Article relating to 1 days pay for each year of service, at retirement.

Sick leave entitlements in the area range from the 18 days in Easthampton Village, Southampton Village and Westhampton Village (and in Riverhead) to the 21 days in Easthampton Town and 26 days in the County Police. Little justification to increase the number to 24 days, but even less justification to cut same to 12 days. There are however no known bonuses offered if sick leave is not used.

Termination pay on retirement range from 50 days in Easthampton Village to 250 days in Southampton Town. The 70 days called for in Riverhead is below all other communities, except as indicated, in Easthampton Village.

AWARD

1. That sick leave shall continue to accumulate at the rate of 1 1/2 days per month for the period of January 1, 1981 through June 30, 1981.

2. That effective July 1, 1981, Article 20 Section A shall be amended so as to allow sick leave to accumulate at the rate of 1 1/4 days per month (15 days per year).

3. That Article 21 entitled Termination Pay shall be deleted from the contract.

4. That effective with the issuance of this Award, members of the Department be allowed to accumulate up to 275 days of unused sick leave, with a payout on retirement of all days so accumulated in excess of 99 days, to a maximum of 176 days.

5. That notwithstanding the aforesaid items, all members of the Department shall receive on retirement as sick leave payout and termination pay, not less than that which would have been due him as of January 1, 1981 under the contracts Terminal Leave Entitlement.

6. That if a member of the Department uses none of his sick leave entitlement during any year, two additional days as a bonus shall be credited to the officers accumulation.

7. That the entitlement to 2 days off if no sick leave is taken during the year, as called for in the second sentence of Article 20 Section B, shall be deleted from the contract.

8. That the Town be permitted to require a Medical Certificate at their expense, for absences of less than 3 days duration.

9. That the Town have the right to require an annual physical, at its expense, of any officer in the Department, modifying the limitations of Article 22.

10. Prior accumulations shall not exceed the 175 days heretofore set as the contractual maximum accumulation.

XXXXX

8. DENTAL INSURANCE

The PBA sought a Town contribution of \$200.00 per member towards the purchase of a Dental Insurance Plan.

The Town objected to any improvement in insurance fringes.

While many Police Departments do receive as an insurance fringe, dental insurance, there are still many like Riverhead who do not.

In this day of spiraling costs, any monies allocated to improve the workers plight, must go towards salary, unless of course the parties can agree upon an allocation of a portion of the Awarded monies to be used for the purchase of dental insurance.

AWARD

1. That there be no Dental Insurance unless the parties can mutually agree to allocate a portion of the monies Awarded under "salaries" for such purpose.

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9. PRESCRIPTION INSURANCE

Drug or prescription insurance is now furnished as a part of the Statewide Insurance coverage, though such incidental benefit is not spelled out in the contract.

The Statewide plan conceivably could just as easily eliminate such benefit in the future, as it voluntarily added same some few years ago.

The PBA sought to have prescription insurance coverage added into the contract, just in case same was hereafter done away with as a part of the Statewide coverage.

The comments made above as to the availability and use of monies towards the purchase of fringes, could be restated here again.

If and when the Statewide plan does eliminate the prescription insurance benefits, will be time enough for the PBA to negotiate same as a distinct and separate contractual fringe.

AWARD

1. That there be no separate contractual provision or reference to a Prescription Insurance Plan.

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10. AGENCY SHOP

The PBA proposed an Agency Shop Fee.

The Town opposed same, contending that the PBA has operated "all these years without the need for an Agency Shop" and accordingly should not need one now.

The Town also argued that an Agency Fee imposes a financial requirement upon the employees, tantamount to union membership, which one may not want.

The Town contended that requiring employees to pay for union services when they do not want the services is repugnant. Perhaps so, but when one is more than willing to accept the benefits of services rendered by a union, payment for such services is not repugnant. So long as the Law requires that negotiated benefits go to all members of the unit, all beneficiaries should carry the fair burden of expenses involved. Freeloaders are more repugnant.

The Town of course is entitled to certain safeguards against actions brought against it because of the requirements of an Agency Fee. The attorneys representing the parties should be able to work out the necessary safeguards.

AWARD [1]

1. That an Agency Fee be established pursuant to Statute.
2. That the attorneys work out the appropriate and necessary safeguards.

[1] Chairman Hammer and Panelist Roemer voted affirmatively, while Panelist Carey voted in the negative.

11. BILL OF RIGHTS

Most police contracts contain what is commonly referred to as a Bill of Rights.

There are many different forms of the Bill of Rights, though all in essence are alike. Only the verbiage may on different points differ.

While there was no great reluctance on the part of the Town to include same in the agreement, the parties could not agree upon precisely which Bill of Rights to use.

It should be noted that the Bill of Rights was originally agreed upon for insertion into the Rules and Regulations governing the parties, as far back as 1970, but was never complied with.

The panel is convinced that the one currently appearing in the Southampton Village-PBA contract meets the needs of both parties adequately.

AWARD

1. That the Bill of Rights that appear in the present Southampton Village-PBA contract be henceforth inserted in the Riverhead contract.

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12. CHEMICAL BLOOD TESTS

The PBA sought a contractual provision whereby no member of the Department shall be compelled to submit to any chemical tests so as to determine the alcoholic content of his blood.

The PBA also sought a contractual prohibition against requiring a member of the Department to submit to a polygraph test.

Both prohibitions exist in the contracts of the Suffolk County County Police.

The Town voiced no strenuous objections except so far as same related to any motor vehicle mishap was concerned.

AWARD

1. That no member of the Department shall be subjected to chemical tests to determine the alcoholic content of his blood except as set forth in the New York State Vehicle & Traffic Law.

2. No member of the Department shall be compelled to submit to a polygraph test.

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13. HOSPITALIZATION "CAPS"

The Town sought to place a ceiling upon its financial liability for premiums covering health and hospitalization benefits received by members of the Department.

The NYS Civil Service, who administers the hospitalization program has put the Town on notice that the payment due in May, 1981 will increase over January 1981 by some 25%, this following increases of 2 to 18% from January 1980 to January 1981.

The PBA in objecting to the Town position, pointed to the fact that absolutely no other Police Department pays any portion of the Health Insurance Premiums.

In the past the benefit was negotiated. If a limit had been placed thereon at that time, it is conceivable that greater salary benefits could at the time been negotiated, which would have placed the members of the Department in a better financial position.

Having given up possible salary increases in exchange for health benefit limitations, members of the Department should not be expected at this point to accept less than previously negotiated thereon.

AWARD

1. That the Town to continue to pay the Health Insurance benefits pursuant to the same formula as now is in existence.
2. That the proposal for and the effect of "CAPS" shall not be a part of the contract.

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14. RECALL & STANDBY TIME

Article 6A of the contract calls for any member of the Department who on standby duty to be paid for such time at the rate of 1/2 hour for every 8 hours of such time.

Article 6B calls for all members of the Department retained after the completion of his normal tour of duty, or who is called in to work between shifts, or who is directed to report to Court between shifts, to be paid for a minimum of 4 hours time at overtime rates.

The Town proposed that compensation for recall be cut from a 4 hour minimum to 1 hour at the same overtime rate of time and one-half.

The PBA proposed that compensation under Article 6A be increased so that more than a half hours salary is paid for every 8 hours of standby time.

Most of the East End Departments are paid for recall time at a 2-4 hour minimum.

There is nothing in the contract that would prevent the Town from requiring the recalled officer to work the full 4 hour minimum for which he is being paid. He could be assigned to other regular duties, even if the exact reason for the recall ended before the elapse of the minimum number of hours. Thus, the Town could receive work for the money it expends.

When one considers possible travel time involved in recalls, it would be an injustice to pay the officer for much only a one hour minimum, though 4 hours may well be too much, especially at overtime rates.

Standby duty, while covering all members of the Department contractually, in practice effects almost exclusively, Detectives.

There are 5 Detectives in the Department, who are required to rotate between themselves, being on standby duty from 5:30 PM to 8:00 AM on Mondays through Thursdays, and from 5:30 PM on Friday through 8:00 AM on Monday. This translates into some 120 hours of standby time each week.

During 1980 some 308 standby days were served, for which only an infinitesimal dollar was received.

Conceivably, a Police Department cannot function without having at least one person on standby at all times when there is no regular tour of duty scheduled, though admittedly some 9 other East End Departments have no such contractual requirement. But payment for 1/2 hours time for every 16 hours so served, is a bit too much to expect.

AWARD

1. Effective July 1, 1981 any one on standby duty shall receive one hours compensation for every 14 hours on standby duty.

2. Effective January 1, 1982 any one on standby duty shall receive one hours compensation for every 12 hours on standby duty.

3. Article 6B should be amended to include reporting "to court or other governmental agency in connection with previously rendered Police work. . . . "as reason for receiving payment for a minimum amount of recall time.

4. That the minimum amount of recall compensation shall be 2 hours at overtime rates instead of 4 hours at overtime rates, effective July 1, 1981.

5. That any fees received by the Police Officer for an appearance before a court or other governmental agency, shall be turned over to the Department.

6. That if the Police Officer uses his own automobile in traveling to and from the court or government agency offices, any milage payment received shall be retained by the Police Officer. . . . If a police vehical is used, the milage allotment too shall be turned into the Department.

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15. PERSONAL LEAVE DAYS

Article 10 of the contract calls for 5 personal days annually, which may be accumulated for up to 2 years.

The contract calls for no specific reason to be given as a pre-requisite for taking such a day.

The Town sought to cut the number of personal days from the present 5 to 3 days annually, and to make even those days subject to approval by the Chief.

The Town also sought to define what is meant by the contractual phrase "personal business", as being that which cannot be conducted outside of working hours.

One cannot overlook the fact that earlier herein the panel recommended reducing the work year from 256 days to 249 days. Certainly with seven less work days, the need for personal days must diminish.

AWARD [2]

1. That the number of annual personal days shall, effective January 1, 1982, be reduced to 4 days annually.
2. That unused personal leave days may henceforth be accumulated over a 3 year period.
3. That "personal business" be defined as those matters relating to a personal, legal, family, religious or household need which cannot be performed or attended to by the officer during times other than his regularly scheduled duty tour.

[2] Chairman Hammer and Panelist Carey voted affirmatively on this topic, while Panelist Roemer voted in the negative.

16. ONE YEARS FINAL AVERAGE BENEFITS

Article 15 of the contract states that the Town shall participate in the "20 year, 1/2 pay final average salary, based on the 1 year option, non-contributory retirement plans.... "

The Town proposed deletion of such section of the contract.

The Law states that anyone hired after July 1, 1973 cannot be under a "one year final average" retirement plan, but must fall under a "three year final average" plan.

New York State Laws have declared that pension benefits is an illegal subject for negotiations. Thus the proposal would appear to be beyond the scope of matters that may properly come before the panel.

No Award will accordingly be made on this proposal.

17. MAINTENANCE OF BENEFITS

Article 17 Section C provides that all benefits presently enjoyed by the members, no matter how arrived at, shall continue.

This is a maintenance of benefits clause, and is one which the Town seeks elimination or deletion of.

No real problem with the existence of the clause has been demonstrated. The fears of maintaining same refer only to the future.

Such clauses are not at all uncommon, and there is accordingly no reason to delete same.

AWARD

1. That Article 17 Section C continue without change or modification in the contract, except as modified by the terms of this Award.

XXXXXX

18. RECOGNITION CLAUSE

The contracts recognition clause now covers "all Patrolmen, Constables, Detectives, Sargeants and Lieutenants....."

The Town proposed elimination therefrom of the Constables, Sargeants and Lieutenants.

The PBA had no objection to the elimination of Sargeants and Lieutenants, as admittedly, such members of the Department formed their own bargaining unit and are no longer represented by the PBA.

As there still remains one Constable in the Department, the PBA objected to removing him voluntarily from the unit.

There is, absent agreement thereon, a procedure before P. E. R. B. as to how a change in the bargaining unit and recognition clause can be accomplished. It is not for an arbitration panel, absent agreement, to determine.

AWARD

1. That Sargeants and Lieutenants be eliminated from the recognition clause.

2. That the agreement reached on the subject of the Constables by and between Ray Mauro and Charles Graves, be the panels Award herein, namely that the Constables position be deleted from the Recognition Clause when the present incumbent retires.

XXXXXX

19. BEREAVEMENT LEAVE

Article 7 of the contract calls for "4 working days leave of absence for....." certain designated family deaths.

The Town sought to modify same so as to clarify the situation, specifically that the time so allotted be "4 consecutive working days, computed from the day of death....."

Bereavement Leave is meant (1) to allow the surviving kin a nominal amount of time to get over his grief, (2) to allow for the religious observances that different religions call for and (3) to allow for tending to legal matters necessitated by the death.

Apparently members of the unit have sought bereavement leave at times not immediately associated with the death.

A contractual clause calling for a designated number of bereavement leave days, is not meant to give the employed survivor "days off" at some time in the future.

By the same token, if death occurs late in the day, it may not be necessary to compute the day of such death into the time needed.

AWARD

1. That Article 7 of the contract be amended so as to call for "four consecutive working days leave of absence, computed either from the day of death or the day following the death (at the employees option) for the death of....."

XXXX

The undersigned panel of arbitrators, in coming to the conclusions herein reached, has taken into consideration the statutory criteria as set forth in Section 209.4 of the Civil Service Law. There is no question of the Town's ability to meet the reasonable costs of a new agreement with its Police Department, pursuant to the panels Award.

In addition to the specific Awards made throughout this document, same should be read so as to indicate the following -

AWARD

1. That all parties of the most recently expired contract covering years 1979 and 1980, not inconsistent with the individual Awards set forth above, shall continue in full force and effect and be carried over and be incorporated into the 1981-82 contract.

2. That any item that came before the panel, which may not have been addressed herein, should be considered as having been rejected by the panel with the same effect as if a specific Award was so made thereon.

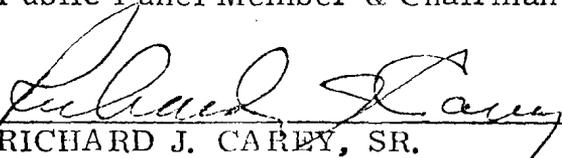
XXXX

The undersigned panel is unanimous in all aspects of this Award, except as noted under the "Agency" and "Personal Leave Days" Awards, and wishes to compliment the negotiating teams for the diligent efforts each made and for their fine presentations, which lightened the panels burden.

Respectfully submitted,



LAWRENCE I. HAMMER
Public Panel Member & Chairman



RICHARD J. CAREY, SR.
Employer Panel Member



GENE ROEMER
Employee Panel Member

State of New York) ss: -
County of Nassau)

On this 1 day of June, 1981, before me personally came and appeared, LAWRENCE I. HAMMER, to me known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Rosemarie Bloom

ROSEMARIE BLOOM
NOTARY PUBLIC, State of New York
No. 01 PL461336
Qualified in Nassau County
Commission Expires March 30, 1983

State of New York) ss: -
County of Nassau)

On this 1 day of June, 1981, before me personally came and appeared, RICHARD J. CAREY, SR., to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Rosemarie Bloom

ROSEMARIE BLOOM
NOTARY PUBLIC, State of New York
No. 01 PL461336
Qualified in Nassau County
Commission Expires March 30, 1983

State of New York) ss: -
County of Nassau)

On this 1 day of June, 1981, before me personally came and appeared GENE ROEMER, to me known and known to me to be the individual described herein and who executed the foregoing instrument and he acknowledged to me that he executed the same.

Rosemarie Bloom

ROSEMARIE BLOOM
NOTARY PUBLIC, State of New York
No. 01 PL461336
Qualified in Nassau County
Commission Expires March 30, 1983