

N.Y.S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECORDS

OCT9 - 1981

~~CONCILIATION~~

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

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IN THE MATTER OF THE IMPASSE
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Between
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TOWN OF EAST HAMPTON
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Public Employer
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-and-
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EAST HAMPTON TOWN P.B.A.
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Public Employee Unit
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AWARD OF
ARBITRATION
PANEL

PERB #1A-80-42

Under date of March 19, 1981, 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

APPEARANCES

FOR THE TOWN OF EAST HAMPTON

Dr. Charles Graves

Labor Consultant

FOR THE EAST HAMPTON PBA

Richard Hartman, Esq.
(by) Reynold A. Mauro, Esq.

Labor Counsel

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:

April 2, 1981
April 24, 1981
May 28, 1981
June 15, 1981

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

July 22, 1981 and
September 9, 1981

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

1. Salaries
2. Night Differential
3. Longevity
4. Uniform and Cleaning Allowance
5. PBA Release Time
6. Sick Leave
7. Final Average Salary
8. Separate Checks for Lump Sum Payments
9. Dental Insurance
10. Line of Duty Absences vs. Sick Leave
11. Advance Notice of Intent to Retire
12. Vacation Accumulation
13. Sick Leave & Vacations
14. Outside Employment
15. Non-Compensatory Departmental Meetings

16. Special Holidays
17. Insurance Cap's
18. Detectives - Exclusion from Overtime
19. Minimum Court Time
20. Recall Time
21. Overtime - Outside Town Limits
22. Meal Allowance
23. College Credits
24. Firearms Qualifying
25. Shift Schedule Restrictions

The parties have agreed that the panel should base its Award upon a multi-year agreement to cover calendar year 1981 and 1982.

The Town of East Hampton encompasses approximately a 75 square mile area, which for purpose of Police protection, is divided into 4 sections. There are 30 members of the Department, plus a Chief of Police.

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1. SALARIES

Members of the Town of East Hampton Police Department presently receive the following salaries: -

First Year Officer	\$ 14,819.16
Second Year Officer	16,420.03
Third Year Officer	18,421.76
Fourth Year Officer	20,025.26
Fifth Year Officer	21,225.00
Detective First Year	21,522.92
Detective Second Year	22,221.47
Detective Third Year	22,873.72
Sergeant	23,074.82
Sergeant Detective	24,244.37
Lieutenant	26,582.14
Captain	28,419.82

The Chief Radio Dispatcher receives a \$750.00 stipend over and above his base salary, which ranges between \$12,432.00 and \$16,845.00. The PBA sought to increase such stipend to \$2,000.00.

The PBA proposed that the \$21,225.00 benchmark figure (that earned by a Fifth Year Police Officer) be increased as follows: -

4.5% on January 1, 1981, raising the benchmark to \$21,180.12

4.5% on July 1, 1981, raising the fifth year salary to \$23,178.23

- 4.5% on January 1, 1982 increasing the fifth year salary to \$24,221.25
- 4.5% on July 1, 1982, making the benchmark \$25,311.21
- 2.75% on September 1, 1982 increasing the top salary to \$26,007.26

The Town of East Hampton offered salary increases of 2.5% on January 1 and July 1 in each of years 1981 and 1982. Such percentage increases would increase the fifth year salaries to: -

- \$21,755.63 on January 1, 1981
- \$22,299.51 on July 1, 1981
- \$22,857.00 on January 1, 1982
- \$23,429.43 on July 1, 1982

The East Hampton 1980 benchmark figure was exceeded in just about all East End Communities. Specifically, East Hampton Village (\$21,400.00), Riverhead (\$21,477.00), Southold (\$21,804.00), West Hampton Village (\$22,109.00), Southampton Town (\$22,850.00). The 1980 Suffolk County benchmark was \$24,681.00. Admitted is that the work year is shorter in East Hampton than in Southold and in Riverhead.

Full Value Real Property Tax in the Town were in the \$12.26/\$100.00 A. V. and \$17.96/\$100.00 A. V. range, depending upon the particular school District involved, a Tax Rate much below Southold, Southampton Town, Riverhead, East Hampton Village and Southampton Village.

East Hampton Police salaries are admittedly somewhat higher than that paid in some large City Police Departments, such as Milwaukee, Dallas, New Orleans, Cleveland, Philadelphia, St. Louis, Pittsburgh, Atlanta and Buffalo.

Likewise, East Hampton enjoys the highest Full Value Per Capital at \$68,913.00 for each of its 15,003 residents, far above Riverheads \$24,012.00, Southamptons \$37,074.00 and Southolds \$30,828.00. Only Shelter Island with its population of 2,100 persons comes close at \$62,216.00.

An examination of the budget indicated a years end surplus of a quarter million dollars, and that actual 1980 Police expenditures were some \$30,000.00 under what was budgeted for in 1981.

Not to be overlooked when evaluating the Towns ability to increase salaries is the fact that the Town Council increased its 1981 salaries by some 18% on top of a 14% increase in 1980.....or that the Secretary to the Supervisor was granted a 28% wage increase in 1981. Even the Chief of Police, not a member of the PBA was granted for 1981 a 15% salary increase.....Increases of 8 1/2% per year were granted to the 87 Town employees represented by the CSEA for 1981 and 1982. There can be no real justification for the Towns 5% offer carrying a 3.75% payout in 1981 and a 5% payout (including the rollover on the 1981 offer) in 1982.

Settlements in neighboring Towns would generally be a prime consideration for an Arbitration Panel. Southampton Town and Riverhead are about the only 1981 settlements reported. The Southampton benchmark of 1980 set at \$22,850.00 was increased by 4.5% on January 1, 1981, again on July 1, 1981 and will be further increased on January 1, 1982 by 8.1% to \$27,000.00.....In Riverhead, the 1980 benchmark of \$21,477.00 went up to \$22,400.00 on January 1, 1981, \$23,500.00 on July 1, 1981, and will go to \$24,500.00 on January 1, 1982 and \$25,500.00 on July 1, 1982.

There is no way that the Towns offer can keep its Police Department competitive salarywise.

AWARD [1]

1. That all 1980 salary figures be increased by 4 1/2% retroactive to January 1, 1981.
2. That the 1980 base be further increased retroactive to July 1, 1981 by an additional 4 1/2%.
3. That all 1981 salary figures be increased by 4 1/2% on January 1, 1982.
4. That the 1981 salary base be further increased as of July 1, 1982 by 4 1/2%.
5. That the salaries in effect during July - September, 1982, be further increased by a sum equal to 1% on October 1, 1982.
6. That like percentages be used to adjust salaries of all other members of the Department represented by the East Hampton Town PBA.
7. That the Chief Radio Operators stipend of \$750.00 be increased retroactive to January 1, 1981, to \$1,000.00.

[1] So that there be no misunderstanding as to what base is increased during the life of the contract, the following is set forth, based upon the 1980 benchmark of \$21,225.00 -

\$21,225.00 up by 4 1/2% or \$955.00 to \$22,180.00 on January 1, 1981, and again by \$955.00 to \$23,135.00 on July 1, 1981. This new benchmark is to be increased by 4 1/2% on January 1, 1982 by \$1,041.00 to \$24,176.00 and again on July 1, 1982 by 4 1/2% of the 1981 base or \$1,041.00 to \$25,217.00. This 1982 base shall be increased by 1% or \$252.00 to \$25,469.00 on October 1, 1982.

2. NIGHT DIFFERENTIALS

The present contract calls for a night differential of \$200.00 annually to all Police Officers who regularly work either the 4:00 PM to Midnite or Midnite to 8:00 AM shifts.

The PBA proposed that such differentials be increased to \$300.00 in 1981 and to \$400.00 in 1982.

Night differentials vary amongst the various Police Departments of Suffolk County. In 1980 the \$200.00 compared favorably. However, as salaries increase, the night differential should likewise increase, and if a night differential was based upon a percentage of base salary, such would be the case.

By the same token, night differentials should be paid only when one actually works the shift or shifts involved. Merely being scheduled to work such a shift should not in itself entitle one automatically to differential, the bonus, the sum paid to offset the hardships and inconveniences of the evening or night tours of duty. One should actually work and be inconvenienced, must suffer the hardship, to justify the payment.

AWARD

1. That for 1981 the verbiage of Section 13 of the contract relating to the Night Differential continue as is.
2. That effective with January 1, 1982 the Night Differential be increased to \$250.00.
3. That effective with the increase in the stipend, same shall be payable only for those 4:00 PM - Midnight/Midnight 8:00 AM shifts a member of the Department actually works.
4. That payment for the Night Differential hereunder be paid in a lump sum, simultaneously with ones holiday pay, as hereafter (under item #8) discussed.

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3. LONGEVITY

Section 8 of the contract relates to Longevity and calls for \$500. 00 after 5 years of service and an additional \$250. 00 after the completion of every 5 additional years in the department, to a maximum of \$1, 000. 00.

The PBA proposed increasing the sum to \$800. 00 after 10 years, to \$1, 250. 00 after 15 years and by \$50. 00 additional for each additional (above 15) years service to a \$1, 500. 00 maximum.

Salaries of the veteran Police Officer is being increased under early recommendations herein made. There is no reason to further increase the longevity stipends in addition, especially as the sums now being paid compare favorably with such sums paid in other Municipalities.

AWARD

1. That the Longevity stipends continue through 1981 and 1982 without change.

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4. UNIFORM & CLEANING ALLOWANCE

The present contract calls for payments of \$300.00 annually towards the replacement of uniforms and equipments, and an annual \$250.00 cleaning allowance.

The PBA proposed to increase the cleaning allowance by \$50.00 annually.

The present \$250.00 cleaning allowance is exceeded in just about all Suffolk County Departments, except in Southold (\$240.00).

Five dollars a week towards cleaning a uniform that must be cleaned, is not excessive. With spiraling costs today, a buck a week increase is not at all unreasonable.

AWARD

1. That the annual cleaning allowance, retroactive to January 1, 1981, be increased to \$300.00.
2. That those officers initially hired on or after July 1, 1981, shall not receive actual payment of their Cleaning Allowance until they have completed one years service, at which time same shall be paid retroactively to their date of hiring.

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5. PBA RELEASE TIME

The contract entitled the PBA President or his designee to have 12 days annually with pay, in which to conduct official PBA business. Additional days were solely at the discretion of the Chief of Police.

The PBA proposed increasing the present 12 days to 2 days per month for the President and to allow the Chief to grant days off to PBA Board Members in addition to the President.

The number of days allowed in other Departments for PBA business vary. There is no set or near constant allowance.

AWARD

1. That the PBA President or his designee shall be allowed 16 paid days annually for the conducting of PBA business.
2. That any additional days, be they for the President or a PBA Board Member, shall be at the discretion of the Chief of Police.

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6. SICK LEAVE

Members of the Department presently can accumulate unused sick leave up to 200 days. Upon retirement, 50 such days are compensated for by the Town. Days accumulated in excess thereof, are lost.

The PBA proposed that the possible accumulation be increased to 300 days, with a payout, on retirement of 75 such days.

Termination pay elsewhere in the East End range from 50 days in East Hampton Village to 250 days in Southampton Town. Riverhead in their last round of negotiations went up to 77 days. Their overall accumulation is only 175 days, which is more in line than the 300 days sought by the PBA.

If accumulated sick leave days are lost upon retirement, statistics have proven than in the last year of employment, the workers finds himself becoming ill at more frequent intervals. Workers are somewhat loath to walk away from a job with large unused sick leave days accumulated to his credit, where same are worth nothing financially. If they can be sold back to the Town, even not for full pay, the incentive is there not to use same needlessly, as such usage would cut into ones financial entitlement at retirement.

AWARD

1. That the total number of sick days that, if unused, can accumulate, continue to be 200.
2. That for every sick leave day accumulated, the Police Officer on retirement shall be paid for the first 50 days so accumulated, and then in addition be paid 1 days pay (at the rate in effect in the year of retirement) for every 4 additional days accumulated, to a maximum of 75 days.

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7. FINAL AVERAGE SALARY

Members of the Department presently have their pensions computed on the average of their final three years wages:

The PBA proposed that pensions henceforth be computed instead on their final years wage.

The proposed change would benefit only those individuals who were initially hired before July 1, 1973, and they are the only ones that could, subject to negotiations, be eligible for such benefit.

The cost to the Municipality, however, would be 2% of payroll, a sum which can be better utilized towards benefits that can be enjoyed by the entire Department.

AWARD

1. That the members of the Department continue under the "three year final average" pension plan.

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8. SEPARATE CHECKS

There are certain compensatory items that are paid for by means of a lump sum payment, once or perhaps twice a year.

Section 10 of the contract calls for compensation to cover paid Holidays being made by January 15 of the year following thatⁱⁿ which the Holidays fall.

Cleaning allowances are contractually paid in a lump sum before February 15th of the year for which same is due and being paid.

This year, wage retroactivity will also have to be made up in a single payment.

The PBA proposed that any and all lump sum payments, (which actually covers any monies which are due and not being paid on a regular bi-weekly basis) be paid by means of a separate check on other than a regular pay.

If these additional monies are paid simultaneously with the Officers regular weekly salary, the amount of taxes being withheld, because of the substantially higher amount being paid for that week or for that pay period, is greatly increased. This is not the case if such non-regular monies are paid for at a time other than on a regular pay day.

At the end of the year, when the individual files his income tax return, the amount due balance out.

Aside from issuing a few checks a year to each employee, on other than a regular pay day, there is no great burden on the Town.

AWARD

1. That any monies due representing the retroactive aspect of salary increases recommended earlier herein, be paid to members of the Department by means of a separate check, on other than a regularly scheduled pay day.

AWARD (Continued)

2. That Holiday pay earned during any year of the contract be paid in a lump sum on a non-regular payday during the month of January in the year following that in which the Holiday pay was earned.

3. That cleaning allowances due under Section 10. 8A be paid on the nearest non-regular payday after February 15 in the year for which due.

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9. DENTAL INSURANCE

The PBA proposed that a Dental Insurance plan be instituted under which the Town would pay a premium of up to \$250.00 annually per unit member.

Because of the cost factor, the Town resisted this sought after benefit.

Dental Insurance is great to have, but in this era of spiraling costs and high inflation, coupled with a limited dollar which the taxpayers can stand, priorities must be established. Such priority herein falls to salaries. One cannot today afford to allocate a portion of the limited funds available for improving the lot of the Police Officer, towards insurance fringes. Such funds must go towards salaries.

AWARD

1. That the PBA proposal be REJECTED.

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10. LINE OF DUTY ABSENCES vs: SICK LEAVE

The PBA proposed that an Officer who suffers an injury in the line of duty, which mishap requires his missing subsequent tours of duty, not have such absences charged against his sick leave entitlement or accumulation.

The Town objected, claiming it must have an accurate means of accounting for scheduled work days. . . . one is either on duty, is out sick, is on a compensatory day off, is on leave, etc. etc.

True the Town must be able to account for all days, but there would be nothing to prevent their setting forth a new category, indicating a "line of duty injury" absence.

To change ones personal sick leave entitlement for absences caused solely because of an injury sustained while performing ones duty, was not the original intent for sick leave usage.

AWARD

1. Any Police Officer who suffers a line of duty injury which requires his absence from a regularly assigned tour of duty, shall not have such absences charged against his annual sick leave entitlement or his accumulation of sick leave.
2. That days of absence caused by an injury sustained in the line of duty, shall not be indicated as a sick day or even a non-chargeable sick day.
3. That a category for absences headed "line of duty" absences be established.

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11. ADVANCE NOTICE OF INTENT TO RETIRE

Section 5 E refers to a payout on retirement of 50 days [2] of unused sick leave.

The Town proposed that in order to qualify for such payment, the Police Officer was to give the Department 12 months advance notice of his intentions to retire.

The Town sought this notice so as to allow them to budget for such sum.

As the number of days for which compensation will be paid, and salaries go up, the potential payout could be considered depending upon the number of Officers that suddenly decide to retire. The Town must be able to budget for such happening.

AWARD

1. That Police Officers in order to be paid for unused accumulated sick leave under Section 5 E of the contract, must notify in writing the Town [3] of his intention to retire on a particular date. Such notification must be not less than 45 days prior to the budget adoption.
2. Such retiree shall receive the monies due under Section 5 E upon retirement, provided such notice (under #1 above) was given prior to the date of budget adoption.

[2] Under Section 6 above of this Award, the Panel increased such possible payout to 75 days.

[3] When preparing final contract language, the parties should work out the identity of the person or persons to be notified, and an acknowledgement procedure.

AWARD (Continued)

3. That if an individual fails to give notice of his intention to retire, such payment will not be lost, but shall not become payable until 30 days after the commencement of the fiscal year for which the Town budgeted for same or had the opportunity to so budget.

4. That time limits for notice to be given herein, may be waived by the Town at its sole discretion, in the event of a severe health problem.

5. In the event of death, the notice requirements shall not apply, and the payment involved shall be made to the dependent survivor as soon after the death as is possible.

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12. VACATION ACCUMULATION

The contract presently allows one to accumulate up to 21 days of vacation, for use in future years.

The Town sought to eliminate the right to save and accrue any vacation days, as many now so accumulate and thus interfere with scheduling.

Accumulating vacation time is not unusual. Most Municipal employees, including Police, as well as private sector employees enjoy to limited degrees such benefit.

The key, however, is to the extent of the limited degree. A veteran Police Officer, one on the force more than 5 years, receives 21 days annual vacation. After 10 years, 28 days. These days are "working" days, thus if one accumulated the maximum now allowable, an Officer could conceivably be off on vacation for up to 49 working days in a year, or the equivalent of almost 4 months.

Such a leave time could run havoc not only with scheduling, but with others using their vacation time.

AWARD

1. If a member of the Department voluntarily does not take all of his vacation time during the calendar year, he may accumulate up to thirty (30) vacation days for use during future years.
2. Not more than ten (10) of the accumulated vacation days can be used in any one calendar year, except where a Police Officer will retire within the next two (2) years, in which event there shall be no limit as to usage of accumulations.

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13. SICK LEAVE & VACATIONS

The contract contains a provision whereby an employee who suffers an illness or injury requiring hospitalization while on vacation, may use their sick leave for the remainder of the illness or injury, and have their vacation time adjusted.

The Town sought deletion of such contractual benefit.

If the Officer was not on vacation and required hospitalization, he would have been able to make use of his sick leave entitlement, and then upon recovery, still have his vacation. The number of days off is not effected. There is no loss to the Town.

The clause cannot be abused, as hospitalization is easily verifiable. It cannot be fabricated.

AWARD

1. That the Town proposal be REJECTED and that the contract language thereon continue.

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14. OUTSIDE EMPLOYMENT

The contract now permits a Police Officer to have other employment.

Such employment usually takes the form of private security work in malls or for private business or banks.

The Town proposed that such outside employment be limited to 10 hours in any week.

Why the limitation is being sought is not quite clear, as the Chief of Police currently canvasses the Department seeking men who want to do outside security work.

No other Police Department has a 10 hour weekly limitation. Only Riverhead has a limitation, and that is 20 hours a week.

AWARD

1. That the Town proposal be REJECTED.

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15. NON-COMPENSATORY DEPARTMENT MEETINGS

The Town sought to permit the Chief to call up to 4 departmental meetings per year without compensation being paid.

The Chief can now call such meetings, but all attending must be paid, and probably at overtime rates.

Three such meetings had been called in the past, and to their credit, most members of the Department attended, without receiving additional compensation.

The calling of such meetings could well interfere with outside earnings. Certainly, members of the Department should have sufficient advance notice. By the same token, such meetings, absent an emergency, should be scheduled at times when the bulk of the Department would be available, i. e. when a regular PBA meeting has been scheduled.

AWARD

1. The Chief of Police shall be permitted to call up to 4 departmental meetings during any calendar year, without paying compensation to those attending, provided such meetings immediately precede or follow a regularly scheduled PBA Membership Meeting.
2. That such meeting if called by the Chief, shall not exceed two hours duration.
3. That the PBA furnish the Chief of Police with a list of all scheduled membership meetings at least 6 months in advance of such meeting date.
4. The Chief of Police shall give at least 15 days advance notice for any departmental meeting he elects to call.
5. On dates that such meetings called by the Chief of Police are scheduled, all Officers must attend except for those (1) on vacation, (2) on sick leave, (3) on a personal days leave, (4) or who are specifically excused by the Chief from attending.

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16. SPECIAL HOLIDAYS

The contract presently sets forth twelve (12) specific Holidays for which members of the Department are paid.

The same contractual provision (Section 10.3) contains verbiage to the effect that if a special Holiday is declared by either the Town, County, State or Federal Government, members of the Department would be credited with another paid Holiday.

The Town sought deletion of this provision.

The effect of this contractual provision is that a Police Officer working on one of the enumerated Holidays, winds up with triple time, in dollars or days off, as compensation for the day. Other Town employees, receive their regular pay but do not work, the result being double time and a half, not triple time.

There is no reason why members of the Police Department should receive, when compared with other Town employees, such favored treatment. Compensation for such Holidays should be uniform throughout the Town.

The contract also contains a provision that members of the Department shall receive their regular compensation for all enumerated Holidays, whether or not they are actually assigned to duty on such day.

The Town sought deletion of this provision also.

The fact that a Police Officer may not be physically scheduled for duty on such day, does not alter the conclusion. All members of the bargaining unit must be treated alike. What is a Holiday for one must be a Holiday for all. But some additional compensation should be received when one actually works on such day.

AWARD

1. That the contract be amended so as to cause employees actually working on any such Holidays shall receive an extra one-half days pay for each such Holiday worked, in lieu of the heretofore extra vacation day to which they were entitled.
2. That all contractual language making reference to the extra vacation day for those employees working on a Holiday, shall be deleted.
3. That members of the Department be credited with any specially declared Holiday, be it declared by any of the Municipalities currently set forth in the contract.
4. That except as modified by Paragraphs 1 and 2 herein, all other contract language remain as is.

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17. INSURANCE CAP's

The Town now pays the entire premium covering Blue Cross-Blue Shield and Major Medical Insurances.

The Town sought to hereafter limit their contribution to one-half of the annual premium.

The PBA most vehemently opposed such reduction.

While it is true that the insurance premiums are continually rising, the benefit is one negotiated during the early years of Public Sector Collective Bargaining. It is almost a certainty that when this PBA, like many others, gained the insurance benefit, it gave up additional monetary or salary gains. The money available for settlements was the same. If it hadn't gone into insurance, it would have gone into salaries. In such case, the compounding effect caused by subsequently negotiated salary increases, would in all likelihood been at least as great as increases caused by increases in insurance premiums.

There are no known instances where CAPs exist so far as Insurance Benefits to the Police are concerned.

AWARD

1. That the Town continue to pay Insurance Benefits in accordance with Section 10.4 of the contract.

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18. DETECTIVES - EXCLUSION FROM OVERTIME

Section 11 of the contract covers the question of overtime, and covers both uniform personnel and detectives.

The Town sought to exclude the detectives from the overtime provisions therein, arguing that detectives presently receive a \$1,648.00 differential (which sum will go up in view of heretofore recommended salary increases) which should offset the extra hours involved. . . . that overtime is a duplication of compensation for the detectives.

Under the contract, Sergeants also are entitled to receive overtime compensation. They, like the detectives, also receive a salary differential. So why single out detectives? Why should they be the only members of the Department, the only members of the unit, to be barred from the overtime provisions of the contract?

Undisputed was the fact that the detectives averaged in 1980 about 187 hours of overtime. The present differential, or even the improved differential hardly equates to an offset.

AWARD [4]

1. That Detectives shall continue to be entitled to the Section 11 "overtime" provisions.

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

19. MINIMUM COURT TIME

When a member of the unit is required to be in Court during a time other than during his regular tour of duty, he receives a minimum of 4 hours pay at overtime rates or compensatory time off.

The PBA opposed the Towns endeavor to cut their Court time pay to one hours time.

Undisputed, however, was the fact that the time actually spent in Court, is on most occasions, minutes.....unless of course an actual trial takes place. These are more infrequent than not, and then even 4 hours is not enough time.

True, the Courts and the Office of the District Attorney could cooperate with the Department, by not requiring the Police Officer to be present, when it is certain that the case will not go forward on that particular day.

Under the circumstances, pay for a minimum of 4 hours, which at overtime rates, comes to 6 hours, is a bit much. But a 75% reduction, no way.

AWARD

1. That when an employee's appearance is required in Court during hours outside his regular tour of duty, he shall be entitled to a minimum of two hours pay at overtime rate or compensatory time in lieu thereof as set forth above.
2. That the balance of the contractual language pertaining to this topic, shall continue without modification.

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20. RECALL TIME

When an Officer is called in for any period of time at other than his regularly scheduled duty tour, or who is recalled after having completed his tour of duty, he receives a minimum of 4 hours pay at overtime rates, for a 6 hour total.

The Town proposed a reduction in such minimum time to 1 hour at overtime rates.

A Police Officer is subject to recall at any time. When his every day plans are so interrupted he must receive some premium pay for it.

For an hour and a halfs pay, as would be the result instead of the present 6 hours of the Town proposal, it hardly pays. The interruption, the sudden change in personal plans, is not adequately offset.

Two hours at time and a half comes to 3 hours, a much more reasonable and respectable figure.

AWARD

1. When a member of the Department is called in for any period of time at hours other than his regularly scheduled tour of duty, or who is recalled after having completed his tour of duty, shall receive overtime pay of not less than two hours.
2. That the balance of the contractual language hereon, shall continue without change.

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21. OVERTIME - OUTSIDE TOWN LIMITS

Under the contract a Police Officer who performs Police duties while officially off duty, is entitled to overtime compensation for time so spent.

A Policeman is a Policeman at all times, whether officially on duty or not. Under State Law he must respond to any emergency that arises, whenever or wherever it arises.

The Town sought to limit his entitlement to those instances where such Police work is rendered within the Town of East Hampton.

If, because of his position as a Police Officer he must respond at all times and in all places, there is no way to justify an outright contractual prohibition against his getting paid.

AWARD [5]

1. If a Police Officer performs authorized duties on his off-duty hours within the Town of East Hampton, he shall be entitled to overtime compensation for time actually spent, any insurance coverage which the Officer would have had if on duty at the time, and expenses incurred in performing such duty. Any assistance or testimony subsequently required of the Officer in civil or criminal proceedings, administrative proceedings, etc., resulting from the off-duty action taken by the Officer, shall be compensated pursuant to the applicable provisions of the contract.
2. Where a Police Officer performs authorized duties on his off-duty time outside of the Town of East Hampton: -
 - A. Compensation for time actually so spent shall be left to the discretion of the Chief of Police;
 - B. Reimbursement for expenses incurred in performing such duty shall be left to the discretion of the Chief of Police;
 - C. Compensation for time involving assistance or testimony subsequently required of the Officer in civil or criminal proceedings, administrative proceedings, etc., shall be left to the discretion of the Chief of Police.

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

D. Any insurance coverage to which the Officer would have been entitled had he been acting within the limits of the Town of East Hampton, shall continue to accrue to the Officers benefit.

XXXXXX

22. MEAL ALLOWANCE

Under the present contract, any Officer who performs overtime work, is entitled to a Meal Allowance of \$5.50 upon the completion of every 4 hours of such overtime worked.

The Town proposed deletion of their obligation to pay a Meal Allowance for overtime work, contending that the overtime rate more than offsets the expense of a meal, which could otherwise be eaten at home.

The overtime rate is to compensate in part for the necessity to work beyond or outside ones normal tour, not to pay for a meal.

But by the same token, a Meal Allowance is not at all necessary every 4 hours. No one, except a blimp, who would be physically unfit to serve as a Police Officer, eats a \$5.50 "snack" every 4 hours.

AWARD

1. That the contract be modified so that same calls for a single \$5.50 Meal Allowance being paid when an Officer completes 4 hours of overtime, irregardless of the number of hours worked overtime in excess of 4 hours.

XXXXXX

23. COLLEGE CREDITS

The contract presently calls for payment of 1% of ones annual wage for every 15 College Credits completed, to a maximum of 6%.

The Town sought deletion of such commitment.

The original commitment to pay for College Credits was introduced years ago, when salaries were much lower. Same acted as an inducement for recruitment and for a more polished overall individual. But with Police salaries where they are now, no recruitment incentive is needed.

By the same token, to take such payments away from present personnel would be grossly unfair, and in fact, a breach of a commitment made.

AWARD

1. That Sections 12 and 12A of the contract shall continue for the benefit of all personnel presently on the force.
2. That new hirees, those who hereafter join the Department, shall not be entitled to the College Credit benefits of Sections 12 and 12A.

XXXXX

24. FIREARMS QUALIFYING

State Law requires members of any Police Department to qualify in the use of firearms once a year.

The Town sought a contractual requirement of whereunder all members of the Department would be required to qualify on the range every quarter year.

Each qualification encompasses about 4 hours of time.

The Town sought to have the Officers qualify on their off duty time and without any compensation for the time involved.

There is no question, but that the Town should have the right to require members of the Department to qualify at more frequent intervals than the minimum mandated by the State. However, when demanding more than is mandated, the Town should be willing to pay for the time involved. It should not be able to demand more without compensating those involved for the time involved.

AWARD [6]

1. That all Police Officers shall qualify in the use of firearms at least once each Calendar year. Such qualification shall take place when off duty and without compensation.
2. That while so qualifying, while under the supervision of a Fire Arms Instructor, the Police Officer shall be covered by Workers Compensation, and any all other insurance and other benefits contractually provided for.
3. That the Town shall have the option of requiring members of the Department to qualify in the use of firearms at more frequent intervals than once a year. However, any and all such requirements, beyond the one referred to in paragraph 1 above, shall take place while the officer is on duty, or on off duty time but with compensation.

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

25. SHIFT SCHEDULE RESTRICTIONS

The contract calls for the regular hours of work being 8 continuous hours in any day for not more than 5 days in any week, in line with a 3 platoon system working tours of midnite to 8:00 AM, 8:00 AM to 4:00 PM and 4:00 PM to midnite.

The Town argued that during the Summer month, with a great population influx, there are insufficient members of the Department on Patrol between the hours of peak need, namely 8:00 PM to 4:00 AM.

The Town sought the right to eliminate the set tour hours, and to create a fourth tour.

In opposing this, the PBA pointed out that the Chief of Police is not scheduled to work such a tour. So what? There are other shifts that the Chief does not work. After all, he can't be expected to work every tour every day.

There is some question as to whether State Law permits the establishment of a fourth shift.

No other jurisdiction presently operates its Police Department on a four platoon system for even a part of the year.

AWARD

1. That the Town proposal be REJECTED and that Section 13 of the contract continue in its present form.

XXXXXX

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 personable costs of a new agreement with its Police Department, pursuant to the panel's 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 items 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.

XXXXXX

The undersigned panel is unanimous in all aspects of this Award, except as noted under the Awards numbered -

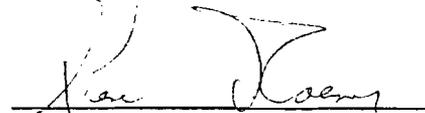
18. Detectives, exclusion from overtime, and
21. Overtime - outside Town limits
24. Firearms Qualifying

The Panel wishes to compliment the negotiating teams for the diligent efforts each made and for their fine presentations, which lightened the panels burden.

Respectfully submitted,

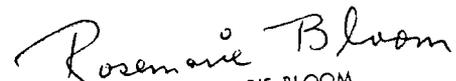

LAWRENCE I. HAMMER
Public Panel Member and Chairman


RICHARD J. CAREY, SR.
Employer Panel Member


GENE ROEMER
Employee Panel Member

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

On the 7 day of October, 1981, before me came Lawrence I. Hammer, Richard J. Carey, Sr. and Gene Roemer, to me known to me to be the persons who executed the foregoing Arbitration Award and they duly acknowledged to me that they executed the same.


ROSEMARIE BLOOM
NOTARY PUBLIC, State of New York
No. 01 BL461336
Qualified in Nassau County
Commission Expires March 30, 1983