

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

In The Matter of The Arbitration Between
TOWN OF SOUTHOLD
-and-
SOUTHOLD P.B.A.

CASE NO. IA82-32; M82-398

NYSPER PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED
JUL 18 1983
CONCILIATION
OPINION
-and-
AWARD

APPEARANCES:

For The P.B.A.: Fachman, Oshrin & Block, P.C.
by Alan D. Oshrin, Esquire

For The Town: Charles Graves, Esquire

This proceeding is held pursuant to Section 209.4 of the Civil Service Law.

On December 14, 1982, The New York State Public Employment Relations Board determined that a dispute continued to exist in the negotiations between the above-captioned parties. It designated the following Public Arbitration Panel:

PANEL

Public Panel Member & Chairman: Joseph P. Doyle
Employer Panel Member: Hon. Pierre G. Lundberg
Employee Organization Panel
Member: Chester Walker

Hearings were held at Town Hall, Southold, New York on February 3, March 9, March 24, March 31, April 27, May 12, and May 20, 1983.

The panel met in executive session on July 11, 1983.

During the hearings the parties were afforded the opportunity to present evidence, to examine and cross-examine their respective positions. Post-hearing briefs were filed within the time limits agreed upon by the parties. The Panel has studied the evidence and supporting data, deliberated thereon and renders this OPINION and AWARD on the entire record.

THE FACTS

The parties hereto are at impasse in their negotiations on a successor agreement to their collective bargaining agreement which expired December 31, 1982.

The bargaining unit consists of 29 law enforcement personnel of various rank

All efforts preceding this proceeding failed to produce a collective bargaining agreement; hence this arbitration.

The panel heard and received considerable evidence both documentary and through testimony. It has inter alia given consideration to:

- 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 and 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.

Both parties to this proceeding advocated their respective positions vigorously and with great zeal. The evidence ran the full range of statutory provisions and more. Both parties are to be commended for their dedication.

POSITION OF THE PARTIES

Early on in this proceeding, the panel indicated that it would not and could not entertain all of the unresolved issues existing at that time. The parties, in compliance with the panel's directive, reduced their respective demands.

The P.B.A. proposes that the number of days worked be reduced from 256 to 239 effective January 1, 1983.

The P.B.A. proposes salary increases during each of the two years in the 14 per cent and 13 per cent range and requests increases in the night differential.

The P.B.A. proposes additional payment for unused sick leave

upon termination of employment; improvement in stipend for recall and/or stand-by time for detectives and improved vacation provisions.

The Town proposes that the provisions relating to who can be on vacation at a given time be amended so that two (2) sergeants and one employee from each squad can be on vacation at the same time.

The Town proposes that the present practice of granting six (6) personal leave days be reduced to four (4) such days, after five (5) years of service.

The Town proposes that it be given a reason for the request for a personal day off.

The Town proposes to delete permission to switch tours of duty.

The Town proposes that employees pay 50% of the premiums for Hospitalization insurance.

The Town proposes a salary increase totally compounded amounting to 11.9% for the period involved to and including December 31, 1984, based on Step 5 of the recently expired agreement. The parties use Step 5 as the bench mark for determining all other rates of pay for other personnel in this bargaining unit.

(This Panel specifically states that it in no manner, shape or form intends to change the parties' present practice and method of determining such wage rates once the wage rate for the 5th step

has been established)

DISCUSSION - AWARD

This panel has deliberated in depth on the issues presented.

There is no question that the Town of Southold has been and so far as this panel is concerned, is compared with the so-called East End towns and villages which maintain their own police departments.

The Town of Southold's Police Department fares well when ranked and compared with other towns and villages.

The services rendered are presumingly good, certainly no complaints were registered throughout this proceeding.

This status should and must be maintained.

The panel chairman thinks that no useful purpose would be served by an in depth analysis and recitation of the evidence presented and the positions taken and urged by each party.

Suffice to say that after due deliberation and consideration of all factors involved, the following AWARD will meet the objectives of the statute involved and while not fully satisfying the proposals and counter-proposals of the participants it will retain the status of all concerned in the areas involved in this process:

1. The recently expired agreement between these parties shall be renewed as written except for the following changes for a period encompassing 1/1/83 through 12/31/84.

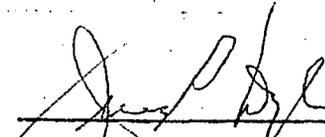
In addition, all tentative agreements, if any, achieved prior to or during this proceeding shall be written into this agreement.

All other proposals and/or counter-proposals by both parties hereto should be and are determined to be withdrawn

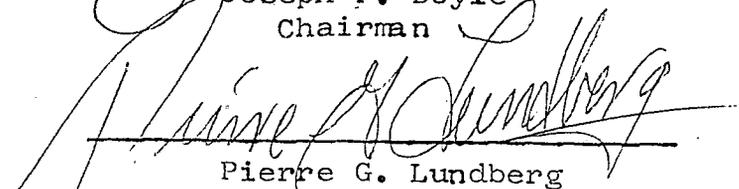
2. Effective August 1, 1983, the duty chart presently in existence will be reduced by 17 days from the present 256 to 239 days.
3. That salaries at the 5th step shall be:
Effective 1/1/83 increase of 8% = \$28,080.00
Effective 1/1/84 increase of 3.5% = 29,063.00
Effective 7/1/84 increase of 4% = 30,225.00
4. Effective 7/1/83 increase night differential to \$350.00
Effective 1/1/84 increase night differential to 450.00
5. Increase present 100 days sick leave credit on termination to 150 days effective 1/1/83
6. Reduce the present six (6) personal leave days to four (4) such days effective 7/1/83

This panel trusts that the foregoing AWARD will maintain the collective bargaining atmosphere which is laudable.

Dated: Plainview New York
July 15th, 1983



Joseph P. Doyle
Chairman



Pierre G. Lundberg
Concurring - ~~Bisconting~~

Chester Walker

Chester Walker
~~Consenting~~ - Dissenting

STATE OF NEW YORK)
COUNTY OF ^{Suffolk} ~~Nassau~~ ss.:

On the 15th day of July, 1983, before me personally came
JOSEPH P. DOYLE, PIERRE G. LUNDBERG, CHESTER WALKER, to me known
to be the individuals described in and who executed the foregoing
instrument, and acknowledged that they executed the same.

Marjorie E. Edwards

Notary Public

MARJORIE E. EDWARDS
NOTARY PUBLIC, State of New York
No. 52-1080430 - Suffolk County
Commission Expires March 30, 1985