

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X
In the Matter of the Interest Arbitration

between

TOWN OF SOUTHDOLD

"Town"

-and-

THE SOUTHDOLD TOWN POLICE
BENEVOLENT ASSOCIATION, INC.

"Association"

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Re: IA95-024;
M95-026

PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

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CONCILIATION

APPEARANCES

For the Town

LABOR MANAGEMENT ASSOCIATES, INC.
James E. Baker, Esq., of Counsel

For the Association

MEYER, SUOZZI, ENGLISH & KLIEN, P.C.
Barry J. Peek, Esq., of Counsel

BEFORE: PUBLIC ARBITRATION PANEL

Martin F. Scheinman, Esq., Neutral Panel Member

Vito A. Competiello, Town Panel Member

James A. Ginas, Association Panel Member

BACKGROUND

The parties are signatories to a Collective Bargaining Agreement which expired on December 31, 1994. Sometime prior thereto, they entered into negotiations for a successor agreement. Those negotiations proved unsuccessful, whereupon the Association declared an impasse in negotiations and requested the appointment of a mediator. Pursuant to the rules and regulations of the State of New York Public Employment Relations Board, Martin F. Scheinman, Esq. was appointed with the consent of the parties to mediate their bargaining dispute. Mediation proved unsuccessful, whereupon the Association filed a petition requesting compulsory arbitration. Pursuant to the rules and regulations of the State of New York Public Employment Relations Board, a Public Arbitration Panel was appointed to hear and adjudicate this dispute. James A. Ginas was appointed as the Association Panel Member. Vito A. Competiello was appointed as the Town Panel Member. Mr. Scheinman was appointed as the Neutral Panel Member.

Hearings in this matter were held on August 21, 1995 and October 6, 1995. At those hearings, the parties were afforded full opportunity to present evidence and argument in support of their respective positions. They did so. Each side introduced extensive evidence concerning the relevant statutory criteria. This evidence included budgetary and financial information as well as charts, tables, reports, and data dealing with the relevant statutory criteria. Pursuant to prior arrangement, both parties submitted additional evidence in support of their positions by October 31,

1995.

At the conclusion of the hearings, the parties were afforded the opportunity to present post-hearing briefs. They did so. Upon our receipt of same, the record was declared closed. Thereafter, the Panel met in executive session.

POSITIONS OF THE PARTIES

The Association has proposed a two (2) year Agreement for the period January 1, 1995 through December 31, 1996.

The Association has proposed an eight and eight-tenths percent (8.8%) across-the-board wage increase in base annual salaries effective on January 1, 1995, and a seven and one-half percent (7.5%) across-the-board wage increase in base annual salaries effective on January 1, 1996. The Association also has proposed that Lieutenants receive an additional one percent (1%) increase in salary effective on January 1, 1995, and an additional one percent (1%) increase in salary effective on January 1, 1996. In addition, the Association has proposed that effective January 1, 1995, the stipend paid to Detectives during their fourth and subsequent years of detective duty, be increased by seven hundred and fifty dollars (\$750) from two thousand two hundred and fifty dollars (\$2250) to three thousand dollars (\$3000).

The Association maintains that its salary proposal is the most reasonable taking into consideration all of the relevant statutory criteria set forth in Section 209(5) of New York State's Civil Service Law (the "Taylor Law"). It asserts that the Association's salary proposal, if awarded, would place its members in an economic position comparable to police officers in similar New York State communities.

The Association maintains that the Town's Police Department is comparable to other local police departments in Suffolk County as well as the Suffolk County Police Department. It contends that

Southampton Town, Easthampton Town, Easthampton Village, Riverhead Town and Suffolk County are all comparable jurisdictions for purposes of the comparisons mandated by the Taylor Law. The Association claims that in recent years the wages and benefits paid by the Town to its Police Officers have fallen behind the wages and benefits provided to police officers in neighboring comparable communities. It asserts that part of this decline in the relative standing of the wages paid to Town's Police Officers was the result of an eighteen (18) month wage freeze between January 1, 1992 and October 1, 1993. Thus, the Association argues that the Town's Police Offices have fallen behind their counterparts in comparable jurisdictions with regard to hours, wages and conditions of employment. Therefore, the Association insists that in order to keep pace with other Suffolk County Police Departments, the Association's wage proposal must be awarded.

The Association maintains that the Town's Police Officers lagged behind their counterparts in comparable communities with regard to the wages they received in 1994. It notes that the top base pay for the Town's Police Officers in 1994 was \$53,346. The Association points out that in 1994 the top base salary paid to police officers was \$55,550 in Southampton Town, \$56,012 in Easthampton Village, \$55,581 in Suffolk County and \$53,774 in Easthampton Town. Thus, the Association contends that the top base pay for the Town's Police Officers in 1994 was less than the top base pay for police officers in comparable communities.

The Association maintains that this disparity in wages also is

revealed by a comparison of the daily wage rates paid to the Town's Police Officers and the daily wage rates paid to police officers in comparable jurisdictions. It contends that the Town's Police Officers, who work two hundred and thirty nine (239) days per year, receive a daily rate of pay of \$233.61. The Association insists that the daily wage rate paid to the Town's Police Officers is the lowest among the five (5) comparable jurisdictions for which relevant figures are available. Thus, it argues that a comparison of daily wage rates also supports the awarding of the Association's wage proposal.

The Association maintains that apart from wages, the terms and conditions of employment for the Town's Police Officers compare unfavorably to the terms and conditions of employment of police officers in comparable jurisdictions. It contends that the Town's Officers rank behind officers in comparable communities in terms of sick leave, vacation, accrued vacation and other benefits. Thus, the Association argues that the Town's Police Officers have fallen behind their counterparts in comparable communities in terms of conditions of employment. Therefore, it insists that the Association's wage proposal must be awarded.

The Association also contends that the Town's Police Officers are among the hardest working police officers in Suffolk County. It maintains that the workload of the Town's Police Officers has steadily increased since 1989. The Association notes that in 1989 there were forty (40) members of the Town's Police Department. It points out that in 1995, the Town's police force had declined to

thirty six (36) Officers, including the Chief of Police, who is not a member of the bargaining unit. Yet the Association insists that the Town's smaller police force has had to respond to an increasing number of calls. It claims that comparisons between the period January 1, 1994 through July 5, 1994, and the period January 1, 1995 through July 5, 1995, reveal a twenty percent (20%) increase in the number of calls received by the Town's Police Department, a sixty percent (60%) increase in assaults, a seventy four percent (74%) increase in burglaries, a twenty five percent (25%) increase in criminal mischief, a one hundred and twenty five percent (125%) increase in larceny, a twenty five percent (25%) increase in motor vehicle accidents, a nine percent (9%) increase in DWI and a two percent (2%) increase in motor vehicle accidents resulting in injury (Association Exhibit No. 5). The Association argues that this increase in workload also justifies awarding the Association's wage proposal.

The Association maintains that a similar pattern is revealed by of the case loads of the Town's Detectives. It contends that as of July 1994, the number of reported cases assigned to Detectives was one hundred and sixty nine (169). The Association claims that for the same period of time, the case load for the Town's Detectives reached two hundred and ninety four (294), which represents an increase of seventy four percent (74%). Thus, the Association argues that the increased work load of the Town's Detective's also supports awarding the Association's wage proposal.

The Association further maintains that the Town has a small

police force relative to its population, when compared to comparable communities. It notes that currently, the Town's population is approximately twenty two thousand (22,000). The Association contends that Riverhead, which has a population of twenty three thousand (23,000), has a police force of seventy (70) officers (Association Exhibit No. 5). It claims that East Hampton Town, which has a population of only sixteen thousand (16,000), has a police force of fifty two (52) officers (Association Exhibit No. 5). Thus, the Association contends that the Town's Police Officers have a heavy workload when compared to officers in comparable communities. Therefore, it argues that the Association's wage proposal should be awarded.

In addition, the Association points out that the Incorporated Village of Greenport abolished its police force in 1994. It notes that since Greenport lies wholly within the Town of Southold, the Town's Police Department was mandated to provide police protection to the citizens of Greenport. However, the Association claims that since assuming those additional responsibilities, the Town has added only one (1) Police Officer to its existing police force. Thus, it argues that this further increase in the responsibilities of the Town's Police Officers also supports awarding the Associations' proposed wage increase.

In summary, the Association contends that when all of the appropriate comparisons are made, its wage proposal is clearly the most reasonable and ought to be awarded.

The Association also maintains that its wage proposal is the

most reasonable with respect to the statutory criteria concerning the interest and welfare of the public and the financial ability of the District to pay for the parties' proposals. It contends that the testimony of the Association's financial expert, Edward Fennell, demonstrates that the Town has the financial ability to pay for the wage increases proposed by the Association.

The Association maintains that in fiscal year 1994, the Town's revenues were \$168,258 more than the Town had budgeted and that the Town's expenses were \$479,536 less than the Town had anticipated (Association Exhibit No. 3 at pg. 8). It submits that following data in support of these assertions.

**Table 5
1994 Fiscal Year Results
Budget vs. Actual**

	1994 Budget	1994 Actual	Variation
Revenues	\$1,745,446	\$1,913,704	\$168,258
Taxes	3,613,228	3,613,228	
Expenses	5,808,674	5,329,138	(479,536)
Surplus/(Deficit)	(450,000)	197,794	647,794
Fund Balance-January 1, 1994	699,210	699,210	
Fund Balance-December 31, 1994	249,210	897,004	647,794

(Association Exhibit No. 3 at pg. 8)

The Association contends that as a result, the Town had a fund equity balance of \$647,794 at the conclusion of fiscal year 1994. It also claims that the Town's financial statements establish that

the Town's General Fund had an unappropriated surplus of \$696,004 as of December 31, 1994. Thus, the Association insists that the Town clearly has the financial ability to pay for the Association's wage proposal. Therefore, the Association argues that pursuant to this statutory criterion, its wage proposal is the most reasonable and ought to be awarded.

With regard to the statutory criterion concerning the peculiarities of police work, i.e., its hazards and its unique physical, mental, educational and training qualifications, the Association maintains that police officers are subject to a high degree of job related stress. It contends that this results in police officers experiencing mortality and divorce rates higher than those experienced by the general population. Thus, the Association argues that this criterion also supports the reasonableness of its wage proposal. Therefore, it insists that the Association's wage proposal ought to be awarded.

The Association has proposed that paid sick leave for the Town's Police Officers be increased from fifteen (15) to twenty four (24) days per year. It maintains that of the five (5) comparable communities, only Riverhead is on par with the Town in terms of this benefit. The Association maintains that the Towns of Southampton and Easthampton provide their officers with twenty two (22) paid sick days per year, that Easthampton Village provides its officers with twenty one (21) paid sick days per year and that Suffolk County provides its officers with twenty six (26) paid sick days per year (Association Exhibit No. 5). Thus, it argues that

four (4) of five (5) comparable jurisdictions surpass the Town in this benefit area. Therefore, the Association insists that its sick leave proposal is reasonable and ought to be awarded.

The Association has proposed that personal leave for the Town's Police Officers be increased from four (4) to five (5) days per year. It maintains that the day-to-day stress faced by police officers requires that they be given sufficient time off to attain a proper balance in their personal lives. Therefore, the Association argues that its personal leave proposal is reasonable and ought to be awarded.

The Association has proposed that the annual paid vacation entitlement for the Town's Police Officers be increased from nineteen (19) to twenty two (22) days during their sixth through tenth year of employment, from twenty two (22) to twenty six (26) days during their eleventh through fifteenth year of employment, and from twenty seven (27) to thirty (30) days during their sixteenth (16) through twentieth (20) year of employment.

The Association maintains that comparable communities provide their police officers with a vacation benefit superior to the vacation benefit provided to the Town's Police Officers. It contends that the Towns of Southampton and Easthampton provide their senior officers with twenty eight (28) vacation days per year and that Suffolk County provides its senior officers with thirty (30) vacation days per year (Association Exhibit No. 5). The Association claims that a further disparity exists in the length of service required of an officer before he or she is eligible for the

maximum vacation benefit. It insists that in that area, the Town lags far behind other comparable jurisdictions (Association Exhibit No. 5). Therefore, the Association argues that its vacation proposal is reasonable and ought to be awarded.

The Association has proposed that the minimum number of hours an Officer may be recalled to duty by the Town be increased from three (3) hours to four (4) hours. It maintains that Suffolk County provides its officers with a minimum recall of six (6) hours and that all of the other comparable jurisdictions provide their officers with a minimum recall of four (4) hours. Thus, the Association argues that in this area, the Town lags behind other comparable jurisdictions (Association Exhibit No. 5). Therefore, it insists that the Association's minimum recall proposal is reasonable and ought to be awarded.

The Association has proposed that the uniform allowance paid to the Town's Police Officers be increased by two hundred and fifty dollars (\$250) to five hundred and fifty dollars (\$550) per year and that the clothing allowance paid to the Town's Detectives be increased by two hundred and fifty dollars (\$250) to seven hundred and fifty dollars (\$750) per year. It maintains that comparable communities provide their police officers with uniform allowances ranging from a low of four hundred and fifty dollars (\$450) to a high of nine hundred dollars (\$900). The Association further contends that comparable communities provide their detectives with clothing allowances ranging between six hundred (\$600) to six hundred and fifty dollars (\$650). Thus, it insists that the Town

lags behind other comparable jurisdictions in this benefit area (Association Exhibit No. 5). Therefore, the Association argues that its uniform and clothing allowance proposals are reasonable and ought to be awarded.

The Association has proposed that the two (2) tour differential paid to the Town's Police Officers, which is currently twelve hundred dollars (\$1200), be increased by five hundred dollars (\$500) in 1995 and by five hundred dollars (\$500) in 1996. It maintains that Southampton Town pays its officers a two (2) tour differential of \$2,950, that Easthampton Town pays its officers a two (2) tour differential of \$3000, and that Suffolk County pays its officers a two (2) tour differential of \$2,792. Thus, the Association argues that in this benefit area, the Town lags behind other comparable jurisdictions (Association Exhibit No. 5). Therefore, it insists that the Association's two tour differential proposal is reasonable and ought to be awarded.

The Association has proposed that the three (3) tour differential paid to the Town's Police Officers, which is currently \$2873.33, be increased by three hundred dollars (\$300) in 1995 and by three hundred dollars (\$300) in 1996. It maintains that Southampton Town pays its officers a three (3) tour differential of \$3,450, that Easthampton Town pays its officers a three (3) tour differential of \$3,250, and that Suffolk County pays its officers a three (3) tour differential of \$5,166. Thus, the Association argues that in this benefit area, the Town also lags behind other comparable jurisdictions (Association Exhibit No. 5). Therefore,

it insists that the Association's three (3) tour differential proposal is reasonable and ought to be awarded.

Currently, the President of the Association is entitled to twelve (12) days of leave per year to attend to certain Association commitments. The Association has proposed that this leave be increased to twenty five (25) days per year. It also has proposed that the Association President be permitted to designate another Officer to utilize a portion of these days when it is deemed necessary. The Association maintains that in today's age of increased interaction between management and labor, the twelve (12) days of leave currently being provided is insufficient. Thus, it argues that the Association's PBA leave proposal is reasonable and ought to be awarded.

The Association opposes the Town's proposals to cut numerous benefits currently enjoyed by the Town's Police Officers. It contends that the Town's proposals, if granted, would strip the Town's Police Officers of many benefits which are currently enjoyed by police officers in comparable communities. The Association claims that the Town has failed to establish any rationale for its proposals to cut many of the benefits currently enjoyed by the Town's Police Officers. It also claims that the Town has failed to demonstrate in any detail how much would be saved by each of the cuts in benefits the Town has proposed. Thus, the Association argues that the Town's proposed cuts in benefits are unreasonable and should not be awarded.

In particular, the Association objects to the Town's proposals

regarding the use of seasonal and part-time Police Officers. It contends that the Town's proposals would allow the Town the unfettered right to use seasonal or part-time Police Officers. The Association claims that the Town's proposals regarding the use of seasonal and part-time Police Officers undermines the parties' Agreement as well as the Association's role as the negotiating agent for its members. It further claims that the Town's proposals violate a Stipulation of Agreement and Discontinuance in a recent lawsuit which limited the use of seasonal and/or part-time employees by many local Suffolk county police departments. Thus, the Association argues that the Town's proposals regarding seasonal and part-time Police Officers are unreasonable and should not be awarded.

In all, the Association asserts that its proposals are justified under the relevant statutory criteria. It asks that they be awarded.

The Town, on the other hand, asserts that taking into consideration all of the relevant statutory criteria, its final offer is the more reasonable one.

Like the Association, the Town has proposed a two (2) year Agreement covering the period January 1, 1995 through December 31, 1996.

The Town has proposed a wage freeze for 1995 and for the first six (6) months of 1996. It is willing to pay a two percent (2%) across-the-board wage increase, effective July 1, 1996, provided that the Town is awarded other changes in the Agreement to offset

potential tax increases for the Town's residents which the Town asserts will result from any wage increase awarded to the Town's Police Officers. The Town maintains that its salary proposal is the most reasonable, taking into consideration the relevant statutory criteria set forth in the Taylor Law. It argues that its salary proposal, if awarded, would allow the Town to be competitive with comparable communities, while staying within its financial ability to pay.

With regard to the statutory criterion concerning comparisons with comparable communities, the Town maintains that police officers working in the East End Suffolk County Townships of Easthampton, Riverhead, Shelter Island and Southampton are comparable to the Town's Police Officers.

The Town rejects that Association's claim that Easthampton Village and Suffolk County are comparable to the Town of Southold for statutory purposes. It contends that interest arbitrators have shown a reluctance to compare local police officers with their counterparts employed by either Nassau or Suffolk Counties (Town Exhibit No. 2 at Tab 7). Thus, the Town asserts that its Police Officers should not be compared for statutory purposes to the police officers employed by Villages or by Suffolk County. Therefore, it argues that Suffolk County and Easthampton Village are not comparable to Southold for purposes of making the comparisons required by the statute.

The Town maintains that of the five (5) relevant East End Townships, Southold had the second highest paid top step Police

Officers as of January 1, 1994 (Town Exhibit No. 2 at Tab 7). It contends that the Association's wage proposal would alter the ranking of the salary paid to the Town's Police Officers from number two (2) to number (1). The Town asserts that there is no reason to alter the relative ranking of the salaries paid to the Town's Police Officers. It further asserts that the Town can ill afford to be a leader in terms of salaries paid to Police Officers. The Town claims that its wage proposal, if awarded, will result in the Town's Police Officers receiving a wage comparable to the wages paid to officers in comparable communities. It submits that awarding the Town's wage proposal will permit the Town to remain competitive with comparable communities in terms of police officer wages.

In summary, the Town contends that when all of the appropriate comparisons are made, its wage proposal is clearly the most reasonable and ought to be awarded.

The Town maintains that its wage proposal is the most reasonable with respect to the statutory criteria concerning the interests and welfare of the public and the financial ability of the Town to pay for the parties' proposals.

The Town maintains that it, like other Long Island communities, is in poor financial condition and that its residents cannot absorb any additional costs which will translate into higher taxes. It contends that the Long Island economy has lost numerous jobs related to the defense industry and, as a result, is in an economic recession (Town Exhibit No. 2, Tab 3 at pg. 1). The Town

asserts that all sectors of Long Island's economy are downsizing because the markets for their products and services are relatively stagnant (Town Exhibit No. 2 at Tab 3). Thus, it argues that Long Island's rebound from the current recession in the local economy will be weaker and more gradual than rebounds from prior recessions (Town Exhibit No. 2, Tab 3 at pg. 4).

The Town maintains that homeowners on Long Island are acutely feeling the results of this economic downturn. It contends that home foreclosures and personal bankruptcies are rising, the number of people on government assistance is multiplying and state and local taxes are rising so that New Yorkers are now the second highest taxed residents in the United States (Town Exhibit No. 2 at Tab 4). The Town asserts that these factors have brought pressures to bear on local taxing entities, including the Town, to control costs and reduce or even eliminate public spending in certain areas.

The Town maintains that its residents and taxpayers have seen their tax rates rise significantly over the past five (5) years. It submits the following data in support of that assertion.

TABLE NO. 2

	TAX RATE	AV. ASSESSED. VALUE PER RESIDENCE	AVERAGE TOWN TAX BILL
1990	99.392	6,400	636.11
1991	113.669	6,400	727.48
1992	122.904	6,400	786.59
1993	123.719	6,400	791.80

1994	120.731 (125.86)	6,400	722.68 (805.50)
1995	127.098 (135.66)	6,400	813.43 (868.23)

Note:

1990 to 1995 Increase in tax rate 36.27 (36.49%)
1990 to 1995 Increase in average levy 232.12

- * FIGURE SHOWN IS WHOLE TOWN
- ** FIGURE EXCLUDES NEWLY CREATED SOLID WASTE DISTRICT
- FIGURES IN PARENTHESIS'S INCLUDE S.W.D.

(Town Exhibit No. 2 at Tab 5)

The Town contends that local tax rates have increased by approximately thirty six and one-half percent (36-1/2%) between 1990 and 1995. It claims that this level of increase has the Town's residents clamoring for tax relief.

The Town further maintains that its residents endure one of the highest effective tax rates in Suffolk County. It submits the following data in support of that assertion.

TOWN BUDGET

<u>TOWN</u>	(1) <u>EQ RATE</u> (%)	(2) <u>ASSESSED VALUE</u>	(3) <u>TAX RATE</u>
Babylon	2.71	5,420	4.7976
Islip	29.52	69,040	.773
Huntington	2.12	4,240	9.848
Smithtown	3.20	6,400	4.464
Southampton	4.17	8,340	2.180
Riverhead	32.47	64,940	2.019
East Hampton	2.72	5,440	5.464
Shelter Island	3.89	7,780	6.440

Southold 2.80 5,600 12.710

TOWN BUDGET

<u>TOWN</u>	<u>TAX BILL</u>	<u>E.T.R.</u> (%)
Babylon	260.03	.130
Islip	456.38	.228
Huntington	417.56	.209
Smithtown	285.70	.143
Southampton	181.82	.091
Riverhead	1311.14	.656
East Hampton	297.24	.149
Shelter Island	501.03	.251
Southold	711.76	.356

(Brookhaven N/A)

- (1) State Equalization Rate for the 1994 Final Roll.
- (2) Market Value is \$200,000.
- (3) Tax Rate based on the General Town Levy for 1994/95.

(Town Exhibit No. 4)

The Town contends that the effective tax rate on its citizens is the second highest when compared to eight (8) other Suffolk County communities. It also asserts that the Town's Police Department accounts for twenty six percent (26%) of the Town's entire budget. Thus, the Town argues that its taxpayers are under an increasing tax burden which has been exacerbated by the ever increasing cost of running the Town's Police Department. Therefore, it insists that the Association's wage proposal is

excessive and should not be awarded.

The Town also maintains that the demographics of its community demonstrate that it is unable to afford further tax increases. It contends that forty two percent (42%) of its residents are over fifty (50) years old and that twenty five percent (25%) of its residents are over sixty five (65) years old (Town Exhibit No. 2 at Tab 6). The Town argues that these older residents cannot afford to pay for the unreasonable wage increases proposed by the Association.

The Town further contends that the limited incomes earned by many of its residents demonstrates that they cannot afford to pay for the Association's wage proposals. It maintains that twenty seven percent (27%) of the Town's households earn less than twenty thousand dollars (\$20,000) per year. The Town claims that the median household income for its residents is approximately thirty five thousand dollars (\$35,000) per year (Town Exhibit No. 2 at Tab 6). It also asserts that five percent (5%) of the Town's population live below the national poverty line and that more than two percent (2%) of the Town's residents receive some form of public assistance.

Thus, the Town insists that neither the Town, its residents or its taxpayers can afford to pay for the excessive wage increases being sought by the Association. Therefore, it argues that pursuant to this statutory criteria, the Town's wage proposal is clearly reasonable and ought to be awarded.

The Town has proposed that its newly hired Police Officers

receive a maximum of twenty (20) days of vacation per year, a maximum of ten (10) sick leave days per year, and three (3) personal days per year. It maintains that the Town's Police Officers currently receive fifteen (15) sick leave days per year, four (4) days of personal leave per year and up to twenty seven (27) days of vacation per year. The Town contends that the leave entitlements currently granted to its Officers are liberal when compared to the leave entitlements of officers in comparable communities. In addition, it claims no other occupational group in the Town, whether in the public or private sector, receives leave entitlements as generous as the leave entitlements currently provided to the Town's Police Officers. Therefore, the Town argues that its new hire leave proposals are clearly reasonable and ought to be awarded.

The Town has proposed that Officers injured in the line of duty be required to provide the Town with copies of any medical reports related to an Officer's injuries and prepared by an Officer's doctor. The Town maintains that its Police Department's administration has an obligation to keep track of its Officers' in the line of duty injuries and record its findings. Therefore, the Town argues that its injured employee proposal is clearly reasonable and ought to be awarded.

The Town has proposed that Police Officers requesting vacation between Memorial Day and Labor Day be required to request a minimum of five (5) vacation days. It notes that the Town's population increases during the summer tourist season. The Town maintains

that scheduling Police Officers during periods of seasonal population growth is a tedious task for the Town's Police Department. It contends that this problem is exacerbated when Police Officers request one (1) or two (2) day vacations between Memorial Day and Labor Day. The Town argues that this problem can be alleviated by requiring Officers to request a minimum of five (5) vacation days when they request a vacation between Memorial Day and Labor Day. Therefore, it insists that the Town's vacation request proposal is reasonable and ought to be awarded.

The Town has proposed that effective January 1, 1995, the accumulation of annual vacation leave by its Police Officers be eliminated. It also has proposed the continued retention of vacation leave accumulated before January 1, 1995. The Town maintains that vacation leave is granted so that its Police Officers can rest from their duties and responsibilities. It contends that Officers should use all of the vacation time they are allotted each year. The Town claims that permitting Police Officers to bank vacation time, discourages Officers from taking their entire vacation allotment each year and defeats the reason for granting Police Officers their vacation benefits. Thus, it argues that the Town's Police Officers should no longer be permitted to accumulate their vacation time from year to year. Therefore, the Town insists that its vacation accumulation proposal is reasonable and ought to be awarded.

Currently, the Town's Police Officers are entitled to request to be absent from duty without pay for the purpose of attending to

their business affairs (Joint Exhibit No. 1 at pg. 7). Such a request must be approved by the Chief of Police or the Officer in Charge (Joint Exhibit No. 1 at pg. 7). The Town has requested that this entitlement be eliminated. It argues that its proposal to eliminate this provision is reasonable and ought to be awarded.

Currently, permission for the Town's Police Officer's to take a personal day shall not be withheld "if there are adequate personnel available to fulfill the staffing needs of the Department" (Joint Exhibit No. 1 at pg. 7). The Town has proposed that its overtime costs be taken into account and that the clause at issue be amended to state permission for a personal leave day shall not be withheld "if there are adequate personnel available, without the payment of overtime, to fulfill the staffing needs of the Department." The Town maintains that it is greatly concerned about overtime costs within its Police Department. It contends that the Town's personal leave proposal will help control overtime costs within the Town's Police Department. Therefore, the Town argues that its personal leave proposal is clearly reasonable and ought to be awarded.

Currently, the Town's Police Officers reach the top step of the parties' salary structure during their fifth year of employment (Joint Exhibit No. 1 at pg. 10). The Town has proposed that two (2) additional steps be added to the parties' salary structure so that Officers would not reach the top step of the parties' salary structure until their seventh year of employment. It maintains that the Town's poor financial circumstances would be partially

alleviated by requiring Officers to work two (2) additional years before reaching the top step of the parties' salary structure. Therefore, the Town argues that its salary structure proposal is reasonable and ought to be awarded.

The Town has proposed that the tour differential be paid to its Officers on a pro rata basis only when an Officer actually works during the designated hours. It maintains that tour differentials are paid to Officers to compensate them for working undesirable evening and midnight hours. The Town contends that Officers working days should only be paid a tour differential for working the designated hours. It claims that this would be a cost saving measure. In addition, the Town asserts that its tour differential proposal makes common sense and is in keeping with the intent of the tour differential benefit. Therefore, it argues that the Town's tour differential proposal is reasonable and ought to be awarded.

The Town has proposed that its Police Officers be required to pay any increase in their Dental/Optical Insurance Plan. It maintains that it is universally recognized that employees must help their employers contain the cost of their health and dental insurance premiums. Therefore, the Town insists that its Police Officers should be required to pay for any increases in their dental and optical insurance premiums during 1995 and 1996.

Currently, the Town's Police Officers receive additional compensation for completing certain college level courses. The Town has proposed that this benefit be eliminated. It maintains

that given the Town's poor financial circumstances, the Town can no longer afford to pay its Officers for receiving additional college credit. Therefore, the Town argues that its college credit proposal is reasonable and ought to be awarded.

The Town has proposed that it be granted the unfettered discretion to hire and fully utilize Seasonal Certified Police Officers as directed by the Town's Chief of Police. It maintains that overtime costs for the Town's Police Department have skyrocketed and must be brought under control. The Town contends that the use of Seasonal Officers during the peak summer tourist season (Memorial Day to Labor Day) will permit the Town to insure adequate police coverage without unnecessary overtime costs. It also claims that other East End communities utilize Seasonal and/or Part-time Police Officers. Thus, the Town insists that its Seasonal Police Officer proposal is reasonable and ought to be awarded.

Currently, the Town's Police Officers receive longevity pay calculated as a percentage of their base salaries (Joint Exhibit No. 1 at pg. 11). Thus, when an Officer's base salary increases, so does his or her longevity pay. The Town has proposed that the longevity pay received by its Officers no longer be based upon a percentage of their base salary. It maintains that the Town pays its Officers more in longevity pay than is received by officers in comparable jurisdictions. Therefore, the Town insists that its longevity pay proposal is reasonable and ought to be awarded.

The Town has proposed that an extended work chart of two

hundred and sixty (260) days per year be implemented for the Town's newly hired Police Officers. It maintains that this proposal would generate needed savings and placate the Town's hostile taxpayers who demand greater productivity from Police Officers in return for their perceived high levels of compensation. The Town also notes that its work chart proposal would have no impact on the Town's current Police Officers. Thus, it argues that the Town's work chart proposal is reasonable and ought to be awarded.

The Town objects to all of the Association's proposals to improve the benefits provided to the Town's Police Officers. It maintains that the Town's Officers already enjoy an extremely generous benefit package. The Town contends that it lacks the ability to pay for any improvements in the benefits currently enjoyed by its Police Officers. In addition, given the financial circumstances of the Town and its residents and taxpayers, the Town argues that certain increases in the benefits provided to the Town's Police Officers would be unwarranted and unconscionable. Therefore, the Town argues that the Association's proposals to improve the benefits provided to the Town's Police Officers are unreasonable and ought to be denied.

In all, the Town asserts that its proposals are justified under the relevant statutory criteria. It asks that they be awarded.

OPINION

Several introductory comments are appropriate here. As Interest Arbitrators, under the parties' agreed upon procedure, we must adhere to the relevant statutory criteria set forth in Section 209 (4) (c) (v) of the Taylor Law. These criteria are:

a. comparison of 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 interest 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) hazard of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

d. the terms of the 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.

Accordingly, and with these principles in mind, we turn to the facts of this dispute.

The Association has proposed a two (2) year Agreement covering the period January 1, 1995 through December 31, 1996. The Town also has proposed a two (2) year Agreement for an identical term. Since both the Association and the Town have proposed a two (2) year Agreement, we have formulated this Award based upon a contract term of two (2) years.

In addition, a two (2) year Agreement makes good sense.

First, an Award covering a two (2) year period will enable the parties involved in this proceeding to have a period of time to resume their relationship free from the interruptions of collective bargaining. Second, it is important to note that an Award of only a one (1) year Agreement would require negotiations between the parties to begin immediately for a successor agreement. This would be unduly burdensome on both the Town and the Association. Thus, we concur with the parties' preference for a two (2) year Agreement.

We now turn to the remaining components of the parties' proposals. The Association has requested an eight and eight-tenths percent (8.8%) across-the-board wage increase in base annual salaries effective on January 1, 1995, and a seven and one-half percent (7.5%) across-the-board wage increase in base annual salaries effective on January 1, 1996. The Association also has proposed that Lieutenants receive an additional one percent (1%) increase in salary effective on January 1, 1995, and an additional one percent (1%) increase in salary effective on January 1, 1996. In addition, the Association has proposed that effective January 1, 1995, the stipend paid to Detectives during their fourth and subsequent years of detective duty, be increased by seven hundred and fifty dollars (\$750) from two thousand two hundred and fifty dollars (\$2250) to three thousand dollars (\$3000).

The Town has proposed a wage freeze for 1995 and for the first six (6) months of 1996. It is willing to pay a two percent (2%) across-the-board wage increase, effective July 1, 1996, provided

that the Town is awarded other changes in the Agreement to offset potential tax increases for the Town's residents which the Town asserts will result from any wage increase awarded to the Town's Police Officers.

We find both proposals to be unacceptable. Clearly, given the financial circumstances of the Town, there can be no justification for the salary increases as proposed by the Association. Under no circumstances can that level of increase be justified in light of the relevant statutory criteria.

On the other hand, the Town's proposal also is not justified. It would result in the Town's Police Officers unnecessarily falling behind their counterparts in neighboring comparable communities. As explained below, the financial circumstances of the Town can be taken into account without requiring that the wages of the Town's Police Officers fall significantly behind the wages paid to police officers in surrounding comparable jurisdictions. Thus, the Town's wage proposal also cannot be justified when all of the relevant statutory criteria are taken into account.

Instead, we are persuaded that wage increases between the Association's wage proposal and the Town's wage proposal are appropriate here. In addition, we are equally convinced that the wage increases should be delayed and or split in each year of the Agreement. This will provide a cash savings to the Town while permitting the salaries of its Police Officers to keep pace with the salaries paid to officers in comparable communities. It will, of course, also lessen the total financial cost of the awarded

increase.

In order to determine with specificity the appropriate wage increase, it is necessary to analyze the evidence presented by the parties concerning the statutory criteria.

The first statutory criterion requires a comparison of wages, hours and conditions of employment of the Town's Police Officers 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.

The evidence demonstrates that both parties have presented a series of public sector jurisdictions which they assert should be compared to Southold. There is a certain degree of overlap between the comparable communities relied upon by the Association and the Town in their exhibits and their charts. Both parties have relied upon comparisons drawn between the Town's Police Officers and police officers employed by the local Suffolk County jurisdictions of Southampton Town, Easthampton Town and Riverhead Town. In addition, the Association relied upon the local Suffolk County community of Easthampton Village as a comparable jurisdiction and the Town relied on the local Suffolk County community of Shelter Island as a comparable jurisdiction. There is no evidence that either party relied upon an inappropriate Suffolk County community as a comparable jurisdiction. Thus, we find that the local Suffolk County jurisdictions relied upon by both the Town and the Association are appropriate comparable communities for purposes of

drawing the comparisons required by the statute.

The Association also has relied upon comparisons between the Town's Police Officers and police officers employed by Suffolk County. The Town has argued that its Police Officers should not be compared to Suffolk County police officers. We find the Town's position in this regard unpersuasive. Suffolk County is composed of its local communities, many of which the parties have agreed are comparable to the Town. While recognizing that Suffolk County is not identical in all respects to the Town, we find that it clearly is comparable. Comparability rather than identity of communities, is all that is required by the statute. Differences in degrees of comparability can be taken into account when evaluating the evidence drawn from communities with different degrees of comparability to the Town. Thus, we find that the comparisons drawn by the Association between the Town's Police Officers and police officers employed by Suffolk County, are relevant to this dispute.

The Association presented evidence that the top base wage paid to the Town's Police Officers in 1994 (\$53,346) lagged behind the top base wage paid to police officers in 1994 in the comparable jurisdictions of Southampton Town (\$55,550), Easthampton Town (\$53,773), Easthampton Village (\$56,012) and Suffolk County (\$55,851). This evidence is relevant. However, it clearly is not determinative.

The wage increase proposed by the Association for 1995 would result in Town's Police Officers receiving a top base salary far in

excess of the average top base salary received by officers in the comparable jurisdictions relied upon by the Association. The police officers in the Town and in the comparable jurisdictions relied upon by the Association, received an average top base salary of (\$54,906) in 1994. An eight and eight tenths percent (8.8%) wage increase in 1995, as proposed by the Association, would result in the Town's Officers being paid a top base salary of \$58,040 (\$53,346 x .088), which is five and seven tenths percent (5.7%) above the average top base salary received by officers in 1994 in the comparable jurisdictions relied upon by the Association. Given the other evidence in the record, including the many average and above average benefits received by the Town's Police Officers (Town Exhibit 2 at Tab 8), there is no record evidence which justifies awarding the Town's Police Officers a wage increase which would result in the Town's Officers being paid a top step salary in 1995 almost six percent (6%) above the average top step salary received by their counterparts in 1994.

A 1995 wage freeze, on the other hand, as proposed by the Town, would result in the salary ranking of the Town's Police Officers remaining at a below average level and falling further behind the average salary paid to Police Officers in comparable jurisdictions. Nothing in the record supports such an outcome.

Thus, the evidence of comparability submitted by the parties supports awarding a wage increase in between the wage increases proposed by the parties.

The next criterion in dispute between the parties requires an

evaluation of the interest and welfare of the public and the financial ability of the public employer to pay.

As to the interest and welfare of the public, we agree with the Town that its citizens are not benefitted by a salary increase which the Town cannot afford and which results in higher taxes or in reductions in other needed services. Therefore, logically, the Town's proposal which is lower than the Association's, is preferred when evaluating the economic interest and welfare of the public.

However, the public's interest and welfare is also served by a police force that is stable and whose morale is high. Thus, we are persuaded that a wage package which results in the Town's Police Officers being paid a below average wage and falling further behind the average salary paid to police officers in comparable jurisdictions, does not serve the interests and welfare of the citizens of Southold. After all, the interest and welfare of the public is not limited solely to the public's financial interest and welfare. By necessity, it also must involve the community's interest and welfare in having its police force continue to serve its essential needs and provide essential services.

Under any reasonable view, the economic proposal set forth by the Town will unnecessarily and invariably cause a decline in police morale. This does not serve the interests and welfare of the public. Moreover, it is not necessitated by the evidence submitted by the Town concerning its financial ability to pay.

The Town has made a compelling case that it is not flush with money. It also has established that its taxpayers have absorbed a

thirty six percent (36%) increase in their tax rates over the past five (5) years (Town Exhibit No. 2 at Tab 5). Thus, given the current economic climate on Long Island and in the Town, this statutory criterion requires that we not award the wage increases being sought by the Association.

However, the Town has not shown that it cannot afford to pay any wage increase in 1995. Nor has it persuasively demonstrated that it cannot afford to pay any wage increase in 1996 which is not offset by savings resulting from cuts in the benefits received by the Town's Police Officers. To the contrary, the evidence submitted by the Association's financial expert clearly establishes that the Town can afford to pay for the increases awarded herein (Association Exhibit No. 3).

Thus, the evidence submitted by the parties concerning this statutory criterion also supports awarding a wage increase in between the increases proposed by the parties.

In addition, by awarding split and or delayed wage increases, the Town's financial circumstances can be taken into account without dramatically affecting the relative standing of the Town's Police Officers in terms of salary. Splitting and delaying wage increases, allows police officers to receive a higher salary rate at less cost than would be involved if the same amount in annual wages was paid to those officers over the course of the entire year. It also permits a jurisdiction to spend less money while maintaining morale within its Police Department.

For example, a two percent (2%) wage increase granted on

January 1 and a two percent (2%) wage increase granted on July 1, results in police officers being paid a weekly salary during the last half of the year equal to the weekly salary they would have been paid had they received a four percent (4%) wage increase on January 1. However, over the course of the entire calendar year, the officers will have received total wages equivalent to the amount they would have received had they been granted a three percent (3%) wage increase on January 1. Thus, splitting and delaying wage increases has two benefits. At the end of the year officers are receiving the same weekly salary as their counterparts in comparable communities who received their entire increase at the beginning of the year. Whatever ground was lost at the beginning of the year in terms of rate has been made up. However, the Town has paid out less in wages for the entire year and has more money available to fund other Town expenses and or decrease taxes.

Thus, the financial burden on the public of granting wage increases to the Town's Police Officers can be taken into account without awarding a wage package which dramatically deviates from the type of salary increases provided to officers in comparable communities.

The next statutory criterion requires a comparison of the peculiarities of being a police officer with 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. The unique and extensive hazards confronted by police officers are undisputed.

Police officers face a relatively high risk of death or serious injury in the line of duty. Police work also requires unique physical, educational and mental qualifications as well as extensive training. In addition, as noted by the Association, being a police officer is a stressful occupation which results in high mortality and divorce rates.

These unique aspects of being a police officer do not dictate the awarding of either the Association's or the Town's wage proposal. However, they do mandate that the most relevant comparisons to be drawn pursuant to the statutory criteria, are those drawn between police officers in comparable communities. Other employees simply do not face the type and degree of hazards faced by police officers and are not required to possess the combination of physical and mental skills police officers must acquire.

As noted above, comparisons between the wages paid to the Town's Police Officers and to police officers in comparable communities, support the awarding of a wage increase in between the increases proposed by the Association and the Town. Thus, we also find that this statutory criterion supports awarding a wage increase in between the increases proposed by the Association and the Town.

The next statutory criterion requires a consideration of the terms of the 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 determining the appropriate wage increase to be awarded, we have taken these aspects of the parties' prior collective agreements into account. They too support the wage increases awarded below.

After carefully considering the record evidence and the relevant statutory criteria, we have determined that the 1995 wage increase shall be a four percent (4%) wage increase effective April 1, 1995. This results in a cost to the Town in 1995 equivalent to a three percent (3%) wage increase, which we find that the Town can afford to pay. However, it also permits the wage rate paid to the Town's Police Officers to keep pace with the salaries paid to their counterparts in comparable jurisdictions.

The 1996 wage increase shall be comprised of a three percent (3%) wage increase effective January 1, 1996 and a two percent (2%) wage increase effective July 1, 1996. With the roll-over cost of one percent (1%) from the 1995 wage increase, this results in a cost to the Town in 1996 equivalent to a five percent (5%) wage increase.

Thus, over the life of the Agreement we are awarding the Town's Police Officers a nine percent (9%) rate increase in their salaries. This is a rate increase closer to the total rate increase proposed by the Association than the total rate increase proposed by Town. However, due to the splits and delays in portions of the awarded wage increase, the cash to the Town over the life of the Agreement is equivalent to eight percent (8%)

percent which averages out to an annual cash cost of four percent (4%).¹

Thus, the financial circumstances of the Town and its taxpayers have been taken into account and the wages of the Town's Police Officers have not fallen behind the wages paid to officers in comparable neighboring communities.

As noted above, the Association has proposed that Lieutenants receive an additional one percent (1%) increase in salary effective on January 1, 1995, and an additional one percent (1%) increase in salary effective on January 1, 1996. It also has proposed that effective January 1, 1995, the stipend paid to senior Detectives be increased by seven hundred and fifty dollars (\$750) from two thousand two hundred and fifty dollars (\$2250) to three thousand dollars (\$3000).

No evidence in the record persuasively supports awarding the Town's Police Lieutenants a wage increase in excess of the wage increases awarded to the Town's other Police Officers. Thus, the Association's proposal regarding additional wage increases for the Town's Police Lieutenants shall not be awarded.

The evidence does show that the differential paid to the Town's senior Detectives (\$2,250) was less than the differential paid to senior detectives in Southampton Town (\$3500), Easthampton Town (\$3999), Easthampton Village (\$3678) and Riverhead Town (\$3867) (Joint Exhibit No. 1 at pg. 10; Association Exhibit No. 5).

¹ Of course, there is a roll-over cost of one percent (1%) into 1997 as a result of delaying the effective date of the last increase to July 1, 1996.

However, given the Town's economic circumstances, we are convinced that the Town should not be required to close this gap. We also are convinced that given the other benefit improvements awarded below, the Town cannot afford to pay for the entire increase in the senior Detective differential proposed by the Association. Thus, after considering all of the relevant evidence, we find that effective January 1, 1995, the top grade detective differential shall be increased by two hundred and fifty dollars (\$250) to two thousand and five hundred dollars (\$2,500) per anum, and that effective January 1, 1996, the top grade detective differential shall be increased by an additional two hundred and fifty dollars (\$250) to two thousand and seven hundred and fifty dollars (\$2,750) per anum.

We now turn to the other economic and non-economic terms and conditions of employment proposed by the parties.

The Association has proposed that paid sick leave for the Town's Police Officers be increased from fifteen (15) to twenty four (24) days per year. The Town has opposed any increase in the number of paid sick days granted to its Officers.

The evidence establishes that of the five (5) comparable jurisdictions relied upon by the Association, only Suffolk County grants its police officers in excess of twenty two (22) paid sick days per year (Association Exhibit No. 5). The evidence also demonstrates that the comparable community of Riverhead is on par with the Town in terms of this benefit and grants its police officers fifteen (15) paid sick days per year (Association Exhibit

No. 5). In addition, the evidence concerning the Town's financial condition shows that it cannot afford an increase in the number of paid sick days granted to its Police Officers each year. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Association's sick leave proposal is unreasonable. Therefore, it shall not be awarded.

The Association has proposed that personal leave for the Town's Police Officers be increased from four (4) to five (5) days per year. The Town has opposed any increase in the number of paid personal days granted to its Officers.

The record evidence concerning comparability does not support providing the Town's Police Officers with an additional personal day. To the contrary, it shows that three (3) comparable communities provide their police officers with four (4) personal days and that Southampton Town provides its officers with three (3) personal days per year (Town Exhibit No. 2 at Tab 8). In addition, the evidence concerning the Town's financial condition shows that it cannot afford to be a leader among comparable communities in this benefit area. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Association's personal day proposal is unreasonable. Therefore, it shall not be awarded.

The Association has proposed that the annual paid vacation entitlement for the Town's Police Officers be increased from nineteen (19) to twenty two (22) days during their sixth through tenth year of employment, from twenty two (22) to twenty six (26)

days during their eleventh through fifteenth year of employment, and from twenty seven (27) to thirty (30) days during their sixteenth (16) through twentieth (20) year of employment. The Town has opposed any increase in the number of paid vacation days granted to its Officers.

The evidence concerning comparability supports awarding a slight increase in the vacation benefits granted to the Town's senior Police Officers (Association Exhibit No. 5). However, it does not support awarding the magnitude of the increase being sought by the Association. In addition, the evidence concerning the Town's financial circumstances, demonstrates that it cannot afford to be a leader in this benefit area. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that effective January 1, 1996, Police Officers in their sixteenth through twentieth years of service shall receive twenty eight (28) working days of vacation per year.

The Association has proposed that the minimum number of hours an Officer may be recalled to duty by the Town be increased from three (3) hours to four (4) hours. The Town has opposed increasing the minimum recall.

The record evidence clearly supports this proposal. It shows that four (4) comparable communities provide their officers with a minimum recall of four (4) hours and that Suffolk County provides its officers with a minimum recall of six (6) hours (Association Exhibit No. 5). In addition, we are persuaded that the Town can afford this proposal, especially because the Town determines when

and if an Officer will be recalled to duty. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Association's minimum recall proposal is reasonable. Therefore, it shall be awarded.

The Association has proposed that the uniform allowance paid to the Town's Police Officers be increased by two hundred and fifty dollars (\$250) to five hundred and fifty dollars (\$550) per year and that the clothing allowance paid to the Town's Detectives be increased by two hundred and fifty dollars (\$250) to seven hundred and fifty dollars (\$750) per year. The Town has opposed any increase in the uniform and clothing allowance paid to its Officers.

The record evidence supports awarding an increase in the uniform and clothing allowance paid to the Town's Police Officers (Association Exhibit No. 5). However, it does not support awarding the magnitude of the increase being sought by the Association. For example, a two hundred and fifty dollar (\$250) increase in the clothing allowance paid to the Town's Detectives, would result in the Town being a leader in this benefit area. As noted above, the evidence concerning the Town's financial circumstances, demonstrates that it cannot afford to be a leader in this or any other benefit area. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the uniform and clothing allowances paid to the Town's Officers should be increased to the following levels:

Effective January 1, 1995, employees assigned to uniformed

duties shall have available an annual uniform and equipment allowance of three hundred and fifty dollars (\$350).

Effective January 1, 1995, employees assigned to non-uniformed duties shall have available an annual clothing and equipment allowance of five hundred and fifty dollars (\$550).

Effective January 1, 1996, employees assigned to uniformed duties shall be shall have available an annual uniform and equipment allowance of four hundred and dollars (\$400).

Effective January 1, 1996, employees assigned to non-uniformed duties shall have available an annual clothing and equipment allowance of six hundred and dollars (\$600).

The Association has proposed that the two (2) tour differential paid to the Town's Police Officers, which is currently twelve hundred dollars (\$1200), be increased by five hundred dollars (\$500) in 1995 and by five hundred dollars (\$500) in 1996. The Town has opposed any increase in the two (2) tour differential paid to its Officers.

The record evidence supports awarding an increase in the two (2) tour differential paid to the Town's Police Officers (Association Exhibit No. 5). However, it does not support awarding the magnitude of the increase being sought by the Association, especially since a thousand dollar (\$1000) increase in the two (2) tour differential would result in the Town being a leader in this benefit area. In addition, the evidence concerning the Town's financial circumstances, demonstrates that it cannot afford as large an increase as we might have awarded in this benefit area had

we been relying on evidence of comparability alone. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that effective January 1, 1995, the two (2) tour differential shall be increased by three hundred dollars (\$300) to \$1,500 per anum, and that effective January 1, 1996, the two (2) tour differential shall be increased by an additional three hundred dollars (\$300) to \$1,800 per anum.

The Association has proposed that the three (3) tour differential paid to the Town's Police Officers, which is currently \$2873.33, be increased by three hundred dollars (\$300) in 1995 and by three hundred dollars (\$300) in 1996. The Town has opposed any increase in the three (3) tour differential paid to its Officers.

The record evidence supports awarding an increase in the three (3) tour differential paid to the Town's Police Officers (Association Exhibit No. 5). It shows that apart from Suffolk County, which pays its officers a three (3) tour differential approximately two thousand dollars (\$2000) in excess of the three (3) tour differential paid by local Suffolk County communities, the comparable communities relied upon by the Association pay their officers an average three (3) tour differential of approximately three thousand dollars (\$3000) per year (Association Exhibit No. 5). Thus, the evidence of comparability does not support awarding the magnitude of the increase being sought by the Association. In addition, the evidence concerning the Town's financial circumstances, demonstrates that it cannot afford to pay its Officers a three (3) tour differential in excess of the average

three (3) tour differential paid by comparable local communities. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that effective January 1, 1996, the three (3) tour differential shall be increased to three thousand dollars (\$3000) per year.

The Town has proposed that newly hired Police Officers receive a maximum of twenty (20) days of vacation per year, a maximum of ten (10) sick leave days per year, and three (3) personal days per year. The Association has opposed this new hire paid leave proposal.

The record evidence does not support awarding the Town's new hire paid leave proposal. There is no persuasive evidence that the Town cannot continue to grant new hires the same number of paid sick days, vacation days and personal days that it grants to its current Officers. In addition, there is no persuasive evidence concerning the extent of the savings this proposal would generate for the Town, if it were implemented. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Town's new hire paid leave proposal is not supported by the record evidence. Therefore, it shall not be awarded.

The Town has proposed that Officers injured in the line of duty be required to provide the Town with copies of any medical reports related to an Officer's injuries and prepared by an Officer's doctor. The Association has opposed this proposal.

The evidence shows that the Town has an obligation to keep

track of its Officers' in the line of duty injuries. Requiring the Town's Officers to provide the Town with copies of any medical reports related to an Officer's injuries and prepared by an Officer's doctor, will provide the Town with needed savings without imposing a cost on the Town's Police Officers. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Town's in the line of duty proposal is reasonable. Therefore, it shall be awarded.

The Town has proposed that Police Officers requesting vacation between Memorial Day and Labor Day be required to request a minimum of five (5) vacation days. The Association has opposed this proposal.

The record evidence does not support awarding the Town's vacation selection proposal. There is no persuasive evidence concerning the extent of the savings, if any, this proposal would generate for the Town, if it were implemented. In addition, this proposal would unnecessarily restrict the use of vacation time already earned by the Town's Officers. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Town's vacation selection proposal is not supported by the record evidence. Therefore, it shall not be awarded.

Currently, the Town's Police Officers are entitled to accumulate up to fifty percent (50%) of their unused vacation and receive payment for their accumulated vacation upon reasonable notice (Joint Exhibit No. 1 at pg. 3). The Town has proposed that

effective January 1, 1995, the accumulation of annual vacation leave by its Police Officers be eliminated. It also has proposed the continued retention of vacation leave accumulated before January 1, 1995. The Association has opposed this proposal.

The record evidence does not support totally eliminating the accumulation of annual vacation leave by the Town's Police Officers. Therefore, this proposal is rejected.

The Union has proposed an increase in the payment for accumulated sick leave. Currently, officers are paid for up to two hundred (200) sick days upon the retirement. The Union seeks to eliminate the maximum of two hundred (200) days. The Town opposes any change in the current language.

We agree that some increase is warranted. However, the Union's request is excessive. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that effective January 1, 1996, the Town's Police Officers shall be entitled to receive payment for two hundred (200) unused sick days at the rate of one (1) day of pay for each one (1) day of unused sick leave and shall be entitled to receive payment for an additional forty (40) unused sick days at the rate of one (1) day of pay for each two (2) days of unused sick pay.

Currently, the Town's Police Officers are entitled to request to be absent from duty without pay for the purpose of attending to their business affairs (Joint Exhibit No. 1 at pg. 7). Such a request must be approved by the Chief of Police or the Officer in Charge (Joint Exhibit No. 1 at pg. 7). The Town has requested that

this entitlement be eliminated. The Association opposes this proposal.

The record evidence does not support awarding the Town's business leave proposal. The leave at issue is unpaid. In addition, there is no persuasive evidence concerning the extent of the savings, if any, this proposal would generate for the Town, if it were implemented. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Town's business leave proposal is not supported by the record evidence. Therefore, it shall not be awarded.

Currently, permission for the Town's Police Officer's to take a personal day shall not be withheld "if there are adequate personnel available to fulfill the staffing needs of the Department" (Joint Exhibit No. 1 at pg. 7). The Town has proposed that the clause at issue be amended to state permission for a personal leave day shall not be withheld "if there are adequate personnel available, without the payment of overtime, to fulfill the staffing needs of the Department." The Association opposes this proposal.

The record evidence does not support awarding the Town's personal day proposal. In addition, there is no persuasive evidence concerning the extent of the savings this proposal would generate for the Town, if it were implemented. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Town's personal day proposal is not supported by the record evidence. Therefore, it shall not

be awarded.

Currently, the Town's Police Officers reach the top step of the parties' salary structure during their fifth year of employment (Joint Exhibit No. 1 at pg. 10). The Town has proposed that two (2) additional steps be added to the parties' salary structure so that Officers would not reach the top step of the parties' salary structure until their seventh year of employment. The Association opposes this proposal.

The record evidence does not support awarding the Town's salary structure proposal. Moreover, we believe that such a proposal will invariably adversely impact upon the morale in the department when different Officers have loner career paths to top step. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Town's salary structure proposal is not supported by the record evidence. Therefore, it shall not be awarded.

The Town has proposed changes in the payment of two (2) and three (3) tour differentials which would reduce the amount paid to certain Town Police Officers for these differentials. The Association opposes this proposal.

The record evidence does not support awarding the Town's tour differential proposal. To the contrary, the record evidence concerning comparability supports the Association's proposals to increase rather than decrease these tour differentials. In addition, there is no persuasive evidence concerning the extent of the savings this proposal would generate for the Town, if it were

implemented. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Town's tour differential proposal is not supported by the record evidence. Therefore, it shall not be awarded.

The Town has proposed that its Police Officers be required to pay any increase in their Dental/Optical Insurance Plan. The Association opposes this proposal.

The record evidence does not support awarding the Town's insurance premium proposal. In addition, there is no persuasive evidence that increases in dental and optical premiums for the Town's Police Officers will be a financial burden on the Town. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Town's insurance premium proposal is not supported by the record evidence. Therefore, it shall not be awarded.

Currently, the Town's Police Officers receive additional compensation for completing certain college level courses. The Town has proposed that this benefit be eliminated. The Association opposes this proposal.

The record evidence does not support eliminating the current benefit for completing college level courses. In fact, we believe that the Town is advantaged by having a highly educated Police force. In any event, after carefully considering the record evidence and the relevant statutory criteria, we find that the Town's college credit proposal is not supported by the record evidence. Therefore, it shall not be awarded.

Currently, the Town's Police Officers receive longevity pay calculated as a percentage of their base salaries (Joint Exhibit No. 1 at pg. 11). Thus, when an Officer's base salary increases, so does his or her longevity pay. The Town has proposed that the longevity pay received by its Officers no longer be based upon a percentage of their base salary. This would result in a reduction in the longevity payments received by the Town's Police Officers. The Association opposes this proposal.

The record evidence concerning comparability does not support awarding the Town's longevity pay proposal. In addition, there is no persuasive evidence concerning the extent of the savings this proposal would generate for the Town, if it were implemented. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the Town's longevity pay proposal is not supported by the record evidence. Therefore, it shall not be awarded.

Currently, the Town's Police Officers are assigned to a duty chart that requires two hundred and thirty nine (239) days of work per year. The Town has proposed that an extended work chart of two hundred and sixty (260) days per year be implemented for the Town's newly hired Police Officers. The Association opposes this proposal.

Unlike the current system, the Town's proposal creates a two (2) tier system by permanently increasing the number of days newly hired employees must work each year. Permanent two (2) tier systems create dissension within bargaining units and lead to

serious morale problems. They are especially troubling in police departments since police must often depend upon one another in life threatening situations. Thus, we reject the Town's proposal to create a permanent two (2) tier system regarding annual work requirements.

However, we recognize that the record establishes the Town's need to generate savings by increasing productivity within the Police Department, especially if it is going to continue to be able to afford the wage and benefit increases awarded herein. That can be accomplished, without creating a permanent two (2) tier system, but by permitting the Town to assign newly hired Police Officers to an extended work chart of two hundred and sixty (260) days per year during their first two (2) years of employment. After all, newly hired Police Officers receive lower wages during their first few years of employment until they gain experience and establish a commitment to the Department. Thus, there is nothing inherently unfair or unusual about initially requiring newly hired Police Officers to work more hours each year than their more experienced counterparts. So long as newly hired Police Officers eventually achieve parity in wages and benefits with more senior Officers, the pernicious effects of a permanent two (2) tier system can be avoided.

Therefore, after carefully considering the record evidence and the relevant statutory criteria, we find that upon the execution of this Opinion and Award, newly hired Police Officers shall be assigned to an extended work chart of two hundred and sixty (260)

days per year during their first two (2) years of employment with the Town's Police Department. Thereafter they shall be assigned to the same work chart as the other Officers in the Department.

The Town has proposed that it be granted the unfettered discretion to hire and fully utilize Seasonal Certified Police Officers as directed by the Town's Chief of Police. The Association opposes this proposal.

The record evidence concerning the Town's overtime costs and the ability to reduce those costs by using Certified Seasonal Police Officers, persuades us that the Town should be given the right to retain Seasonal Police Officers. However, that right need not and should not be unfettered. Granting the Town an unfettered right to retain Seasonal Police Officers could, in the long term, decrease the number of full-time Police Officers employed by the Town. In addition, there is no evidence that the Town requires an unfettered right to retain Seasonal Police Officers in order to achieve significant savings in overtime expenses. Thus, after carefully considering the record evidence and the relevant statutory criteria, we find that the following provision should be added to the Agreement concerning the Town's right to retain Seasonal Police Officers:

The Chief of Police, or his Designee, shall have the right to deploy "Seasonal Police Officers", who are actually on duty to perform functions (other than actual sector assignments) that are deemed necessary by the Chief of Police, or his Designee.

Notwithstanding the above, Seasonal Police Officers may be used for all other assignments, including sector assignments, when the full-time compliment of Police Officers is depleted due to court appearances, medical absences or vacations, or in emergency conditions when the full-time complement of

Police Officers is insufficient to insure adequate protection of life and property.

In summary, we have carefully considered all of the relevant statutory criteria, as well as the type of standards normally evaluated in interest arbitrations of this kind, in reaching the findings above. In our view, they balance the rights of the members of the bargaining unit to fair improvements in their terms and conditions of employment with the legitimate needs of the Town to prudently budget its economic resources.

Accordingly, the changes herein are awarded to the extent indicated in this Opinion. Any other proposed change in the expired Agreement is rejected.

AWARD

1. TERM

The Agreement shall have a term of January 1, 1995 to December 31, 1996.

CONCUR *W. D. Grotz*
CONCUR *James A. Hillis*

DISSENT _____
DISSENT _____

2. WAGES

April 1, 1995 4% across-the-board wage increase
January 1, 1996 3% across-the-board wage increase
July 1, 1996 2% across-the-board wage increase

CONCUR _____
CONCUR *James A. Hillis*

DISSENT *W. D. Grotz*
DISSENT _____

3. DETECTIVE DIFFERENTIAL

Effective January 1, 1995, the top grade detective differential shall be \$2,500 per anum.

Effective January 1, 1996, the top grade detective differential shall be \$2,750 per anum.

CONCUR _____
CONCUR *James A. Hillis*

DISSENT *W. D. Grotz*
DISSENT _____

4. VACATIONS

Effective January 1, 1996, Police Officers in their sixteenth through twentieth years of service shall receive twenty eight (28) working days of vacation per year.

CONCUR _____
CONCUR James A. [Signature]

DISSENT [Signature]
DISSENT _____

5. MINIMUM RECALL

Effective upon the execution of this Award, the minimum recall shall be four (4) hours.

CONCUR _____
CONCUR James A. [Signature]

DISSENT [Signature]
DISSENT _____

6. UNIFORM AND CLOTHING ALLOWANCES

Effective January 1, 1995, employees assigned to uniformed duties shall have available an annual uniform and equipment allowance of three hundred and fifty dollars (\$350).

Effective January 1, 1995, employees assigned to non-uniformed duties shall have available an annual clothing and equipment allowance of five hundred and fifty dollars (\$550).

Effective January 1, 1996, employees assigned to uniformed duties shall be shall have available an annual uniform and equipment allowance of four hundred dollars (\$400).

Effective January 1, 1996, employees assigned to non-uniformed

duties shall have available an annual clothing and equipment allowance of six hundred dollars (\$600).

CONCUR *[Signature]*
CONCUR *James A. Huns*

DISSENT _____

DISSENT _____

7. TWO (2) TOUR DIFFERENTIAL

Effective January 1, 1995, the two (2) tour differential shall be increased to \$1,500 per anum.

Effective January 1, 1996, the two (2) tour differential shall be increased to \$1,800 per anum.

CONCUR *[Signature]*
CONCUR *James A. Huns*

DISSENT _____

DISSENT _____

8. THREE (3) TOUR DIFFERENTIAL

Effective January 1, 1996, the three (3) tour differential shall be increased to \$3,000 per anum.

CONCUR *[Signature]*
CONCUR *James A. Huns*

DISSENT _____

DISSENT _____

9. IN THE LINE OF DUTY INJURIES

Employees injured in the line of duty shall provide the Town with copies of any medical reports prepared by their doctors which relate to their in the line of duty injury.

CONCUR *W. J. Petrelli*
CONCUR _____

DISSENT _____
DISSENT *James A. Lino*

10. SICK LEAVE BUYOUT

Effective January 1, 1996, the Town's Police Officers shall be entitled to receive payment for two hundred (200) unused sick days at the rate of one (1) day of pay for each one (1) day of unused sick leave and shall be entitled to receive payment for an additional forty (40) unused sick days at the rate of one (1) day of pay for each two (2) days of unused sick leave.

CONCUR _____
CONCUR *James A. Lino*

DISSENT *W. J. Petrelli*
DISSENT _____

11. WORK CHARTS

Upon the execution of this Award, newly hired Police Officers shall be assigned to an extended work chart of two hundred and sixty (260) days per year during their first two (2) years of employment.

CONCUR *W. J. Petrelli*
CONCUR _____

DISSENT _____
DISSENT *James A. Lino*

12. SEASONAL POLICE OFFICERS

The Chief of Police, or his Designee, shall have the right to deploy "Certified Seasonal Police Officers", who are actually on duty to perform functions (other than actual sector assignments) that are deemed necessary by the Chief of Police, or his Designee.

Notwithstanding the above, Seasonal Police Officers may be used for all other assignments, including sector assignments, when the full-time complement of Police Officers is depleted due to court appearances, medical absences or vacations, or in emergency conditions when the full-time complement of Police Officers is insufficient to insure adequate protection of life and property.

CONCUR *Vito A. Competiello*
CONCUR _____

DISSENT _____
DISSENT *James A. Ginas*

January 22nd, 1996.

Vito A. Competiello
Vito A. Competiello,
Town Panel Member

January 26th, 1996.

James A. Ginas
James A. Ginas,
Association Panel Member

January 30, 1996.

Martin F. Scheinman
Martin F. Scheinman, Esq.,
Neutral Panel Member

State of Florida
County of Pinellas

On this 22nd day of January 1996, before me personally came and appeared Vito A. Competiello, 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.

NY LIC# 519-052-200

Brigitte K. Atkins

NOTARY PUBLIC



On this 26th day of January 1996, before me personally came and appeared James A. Ginis, 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.

Regina Vitale

NOTARY PUBLIC

REGINA VITALE
Notary Public, State of New York
No. 4718780 - Suffolk County 97
Commission Expires February 28, 1997

On this 30th day of January 1996, before me personally came and appeared MARTIN F. SCHEINMAN, ESQ., 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.

James G. Kalpakis

NOTARY PUBLIC

JAMES G. KALPAKIS
NOTARY PUBLIC, State of New York
No. 4955000
Qualified in Nassau County
Commission Expires Aug. 20, 1997

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
-----X

In the Matter of the Interest
Arbitration

Re: IA95-024:
M95-026

between

TOWN OF SOUTHOLD

"Town"

THE SOUTHOLD TOWN POLICE
BENEVOLENT ASSOCIATION, INC.,

"Association"

-----X

DISSENTING OPINION ON BEHALF OF
THE SOUTHOLD TOWN POLICE BENEVOLENT
ASSOCIATION, INC.

JAMES A. GINAS, PBA Panel Member

As the member of this arbitration panel representing The Southold Town Police Benevolent Association, Inc. ("PBA"), I am hereby exercising my right to file a dissenting opinion to the panel's final award. Even though, on balance, the award is fair to both parties, I feel compelled to comment upon and voice my objection to those items that I strongly opposed during the panel's deliberations.

In general, the panel's award is a good one. However, there are a few points that I find troubling and I feel duty bound to voice my dissent.

Throughout the negotiations, mediation and this arbitration process, the PBA representatives stressed the increased productivity of its members, as well as the fact that we continue to lag behind our fellow neighboring brothers and sisters in economic benefits. The evidence presented to the panel clearly established that if the Town's economic proposals were accepted, the economic gap would continue to widen.

Even though the wage increase of 9% over two (2) years appears to be in line with other awards and settlements, I must voice a strong objection to the panel's decision to delay the first increase until April 1, 1996. These officers have been without a contract since January 1, 1995. Since a majority of the bargaining unit is at the highest step in the salary schedule, it is fair to say that the vast majority of the membership will be deprived of any increase in salary for over a year. This is so despite the fact that the evidence presented clearly establishes that productivity has increased.

In addition, as a result of the previous contract, the Town was allowed to defer a wage increase for an eighteen (18)

month period. This was agreed to for many reasons, not the least of which was the Town's economic position. The Town clearly received an economic benefit from that delay. An additional delay in this contract, even though it is far less, continues the economic burden that our members are constantly being forced to bare.

I must voice my objection to any change the panel determines is necessary in regard to the utilization of seasonal employees. Allowing the Town to use seasonals in a manner beyond that presently provided in the contract, presents a threat to the integrity and security of the full-time police force. In addition, it creates a risk to the public safety.

The other section of the award that I strongly dissent to is Section 11, Work Charts. Currently, the collective bargaining agreement requires that newly hired officers work an extended work chart of 260 days for the first eighteen (18) months of employment with the Town. This panel has decided, over my strenuous objections, to increase that period to two (2) years.

I appreciate the fact that this is not a permanent two (2) tier system. However, the PBA has always taken the position that once an officer has successfully completed the police Academy program, that officer should be treated the same as any other officer.

There is no reason why these new officers, who are putting their safety on the line each and every day, should not be treated the same as their fellow officers. Since there is no legitimate reason for this difference in the first instance, I

believe that the panel is wrong in allowing for the difference to exist over a longer period of time.

It goes without saying that all police officers must be able to work together to ensure both the safety of the public, as well as their own safety. Any differences in their working conditions which may affect morale, such as this one, may jeopardize the delicate balance that is needed for the officers to perform their duties.

Even though I have limited my comments to these items, I still reiterate my position with respect to those particular items in the award which indicate my dissent. I also, reiterate my position in regard to the items that I have concurred with.

Dated: January 31, 1996

Respectfully submitted,



JAMES A. GINAS, PBA Panel Member

cc: Vito Competiello
Barry J. Peek, Esq.

119145

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

-----X
In the Matter of the Interest Arbitration
between

Town of Southhold

"TOWN"

Case No. M95-026
IA95-024

-and-

THE SOUTHDOLD TOWN POLICE
BENEVOLENT ASSOCIATION, Inc.
"ASSOCIATION"

MINORITY OPINION
VITO A. COMPETIELLO,
Town Panel Member

-----X

As the public employer representative on the tripartite interest arbitration panel for the above captioned case I find it imprudent that the majority of the panel has reached the conclusion it has relative to the level of wage increases granted for police officers employed by the Town of Southold. Therefore I hereby dissent from the WAGE portion of the AWARD.

DISCUSSION

The Chair appropriately outlined the relevant statutory criteria for the arbitration panel to adhere to at the beginning of his "Opinion" (See, Award p. 28). In adhering to this statutory criteria it has been previously decreed that, "the panel must specify in their final determination what weight was afforded each finding and why said conclusion was reached." Buffalo Police v. City of Buffalo, 82 2Ad2d 635, 638 4th Dept. 1981); Hollinbeck v. Village of Oswego, 25 PERB §7540 (NY SUPP - Tioga County 1992); City of Batavia v. Pratt, 19 PERB §7510 (NY SUPP - Genesee County 1986).

Recognizing that there is no required quantitative analysis due from the arbitration panel and its Chair regarding the actual weight afforded each and every finding, and recognizing the Chair's concerted effort to explain his reasoning and assessment of each issue he ruled upon, it is nonetheless clear to this dissenter that in the category of wages more weight was afforded wage comparability criteria over the public employer's ability to pay.

This dissent recognizes that the balancing of this statutory mandate is a delicate and even tedious task undertaken so that the panel may arrive at a "just and reasonable determination of the matters in dispute" Section 209.4(c)(v), N.Y. Civil Service Law. However, in this instant case, it is the feeling of this minority panel member that when the decision regarding wage increases was formulated not enough weight was afforded the Town's ability to pay argument.

Entirely too much emphasis was placed in the Opinion on Association wage comparability statistics and a prediction of an erosion of employee morale in the event of a wage award less than that which was actually granted. Additionally, this minority panel member must take exception to the Chair's characterization of the Suffolk County Police and the Village of East Hampton as "comparable communities". As the Town pointed out quite succinctly in its Tab 7 exhibits, past interest Arbitrators in rendering prior interest arbitration awards (Riverhead and Sag Harbor), have not found the Suffolk County Police to be comparable to Police Departments of the East End Townships and Village Police Districts.

It is the strong opinion of this panel member that had the Town of Southold Police dropped a few notches on the salary pole of

comparability, in a realistic effort to allow Southold taxpayers to catch their collective breaths from increasing tax burdens, no party to the eventual Award would have been at all disadvantaged. The Chair's concern for police officer salaries in Southold to "keep pace" (See, Award p. 30) with the salaries paid to police officers in so-called comparable communities was entirely overstated within this Award. This overriding concern by the Chair for salary equity with other police jurisdictions only continues to exacerbate, for East End municipalities, the constant "leap frogging" of police benefit levels from arbitration to arbitration.

The Town submitted to the arbitration panel compelling evidence that the Town and its taxpayers needed some type of tax relief. The Town advanced much relevant evidence on the continued poor health of the Long Island economy and most appropriately charted for the arbitration panel's consideration the tax rate increases borne by Southold taxpayers over the past five (5) year period (See, Award pages 18-19). These tax increases were necessitated largely due to rising police coverage and personnel costs.

The Town also effectively showed that Southold businesses and residents endure one of the highest effective tax rates in Suffolk County (See, Award pages 19-20). More importantly, the Town presented demographic statistics for the Southold Town residents which shows an aging population and a median household income of thirty five thousand dollars (\$35,000.) per year (See, Award p. 21).

While this public employer representative will offer no criticism of the Chair's recognition and overall cognizance of these relevant Town

exhibits, it is duly noted that the eventual award of nine percent (9%) wage increases over the life of this two year Award does not adequately provide the necessary tax relief sought by the Town for its residents at a time when such relief is the most significant order of the day.

The Chair began his assessment of the Town's financial ability to pay for the Award with the following statement:

"The Town has made a compelling case that it is not flush with money. It also has established that its taxpayers have absorbed a thirty six percent (36%) increase in their tax rates over the past five (5) years (Town Exhibit No. 2 at Tab 5). Thus, given the current economic climate of Long Island and in the Town, this statutory criteria requires that we not award the wage increases being sought by the Association" (See, Award at page 35).

The minority submits herein that the Chair should have built upon these economic realities, thus arriving eventually at much more reasonable salary award for the Town of Southold Police.

While the Chair was mindful enough to provide a short delay in the first year of the contract and a split in the second year of the contract, in an effort to provide some cost savings to the Town, this Award, and its overly generous wage increases falls far short of more appropriately responding to the Southold taxpayer's hue and cry for relief.

CONCLUSION

The Award of the Interest Arbitration Panel was overly generous and inappropriate with respect to wage increases over the life of the contract. The panel majority failed to properly weigh in the District's ability to pay argument in arriving at the excessive salary increases it so granted.

Mineola, New York
January 29, 1996



Vito A. Competielvo
Town Panel Member