

Particularly in these times, special attention must be paid to salaries. The strong inflationary movement, with no end in sight, suggests that other issues should often give way in order to permit more to go into direct income for the employees. The wide range of Employer proposals to diminish various benefits do not now appear meritorious.

More than two dozen proposals were submitted by the parties. Those discussed herein seemed to be among the issues of greatest import to the parties, whether they resulted in changed conditions or were denied.

Salaries

According to the Union, wage increases of 5.3% every eight months are appropriate. The Town proposes no change.

The Union's proposal would provide an aggregate increase during the contract period of 15.9%. It would also place the largest burden on the Town during the first year, since 10.6% would become effective by September 1, 1979.

Riverhead, a nearby town with which Southold has had a historical salary relationship at least generally in recent years, negotiated both a lower aggregate figure and a more moderate spread, with a 3.5% increase every six months beginning January 1, 1979. Its total was 14%. Only with the start of the second year, January 1, 1980, would the first three increases of 3.5% produce an effective raise of 10.5%.

Since 1974 Riverhead salaries have been below Southold's. Prior to that the opposite was true. The salary history of Patrolman at Step 5 traces the development:

<u>Year</u>	<u>Riverhead</u>		<u>Southold</u>
1971	\$11,000		\$10,500
1972	11,385		11,100
1973	12,135		11,900
1974	13,000		13,500
1975	14,481		14,927
1976	16,566		16,569
1977	17,808	Jan.	17,400
		July	18,000
1978	18,760		19,000

As the table indicates, there has been a switch over the years, from Southold being a few hundred dollars behind Riverhead to its moving a few hundred ahead.

Riverhead's 1979-1980 salary increases produced the following result: January, 1979 - \$19,371; July, 1979 - \$20,049; January, 1980 - \$20,751, and July, 1980 - \$21,477.

A salary adjustment for Southold could not logically break sharply from this relationship either way to any substantial degree. There has been no persuasive showing either that Southold should stand still, as the Town suggests, or that the kind of increase pattern sought by the Union should be granted.

Rather, a series of increases, which takes into account the degree of cost over the Agreement's life, as well as its ultimate impact, plus a retention of the approximate relationship, is justifiable.

The following changes meet such a standard:

January 1, 1979	6.0% increase
January 1, 1980	4.5% additional
July 1, 1980	3.6% additional

The total increase over the two years is 14.1% compared with Riverhead's 14%. As of January, 1980, both jurisdictions will have increased their salaries by 10.5%

For a Patrolman at Step 5, the following would be the effects of the changes in the two towns:

<u>Year</u>	<u>Riverhead</u>	<u>Southold</u>
January, 1979	\$19,371	\$20,140
July, 1979	20,049	20,140
January, 1980	20,751	21,046
July, 1980	21,477	21,804

The ultimate result is the maintenance of the approximate relationship which has existed over recent years.

New Duty Chart

The greater significance of salary increases is a strong reason why the Union's proposal for a new duty chart should be denied. For it is a significant cost item, justifiable only if it is offset by a corresponding saving in direct salary costs. Despite the Union's contention that there is no real additional expense, it is a costly program, reasonably requiring the hiring of additional personnel or other payroll costs.

Employees would have substantially fewer workdays, reducing the present requirement by 24, from 256 to 232. Essentially the changed structure relies on utilizing personnel, who were chiefly used to fill vacancies in the absence of tour-assigned personnel. Two are patrolmen and another a sergeant.

In others words, the entire available complement would be assigned regular tours. There would be no extras able to step in for absentees due to illness, vacation, personal leaves, and the like. From where, then, would come needed replacements? According to the Union, not all vacancies are filled anyway, the department frequently operating with substantially reduced squads as it is.

But this presupposes that if the Town were willing to be one man short on a squad, it should be as willing to be two men short on occasions. Using that logic a squad could be reduced more and more.

Yet the question is how the Town appraises the Department's mission. If it could often function with two less men by not replacing certain absentees, it could just as well have been saving two salaries by reducing the force that much. On the other hand, if it is assumed that the Town wants to operate with a certain number of officers on tour and a certain number available as replacements, it is obviously a direct cost to convert a replacement to regular tours so that everyone's total duty days are reduced.

In order to overcome this objection, the Union proposes that employees, who must thus be called in on overtime to fill in for absentees, be paid at straight time, not at time and one-half. This suggested, special dispensation would be cheaper than otherwise, although the straight-time salary would be an added cost. The Town sees a possible difficulty in fulfilling its manpower requirements under such conditions, despite Union guarantees. And it also is concerned that there would be disaffection among employees now receiving premium pay for such duty, if they were reduced to straight time for extra-shift work. Even if that were not so at the outset, in order to win the new chart with its additional days off, the Town anticipates a reversion and a subsequent demand for time and one-half on such assignments, of which there could be many.

For these reasons the proposal, so ingeniously developed, must be denied at this time.

Night Differential

While many parts of the State do not specify a separate night differential, it is not uncommon in Nassau County communities and apparently has moved into Suffolk to some extent. Riverhead will pay a \$200 differential, effective January 1, 1980, and that amount is awarded herein.

Uniform Equipment Allowance

Presently the Agreement provides that the Town pay the cost of dry-cleaning police wearing apparel. General practice exists in Suffolk for a uniform and equipment allowance, the amounts ranging from \$200 to higher figures in some communities and \$400 in Suffolk County itself.

An allowance of \$240 per annum on the voucher system is reasonable, especially with the proviso that unused allowances revert to the Town.

Holidays

The present 11 holidays are fairly representative of holiday practice, although a larger number is not unusual. However, non-veterans in Southold enjoy only nine holidays, veterans receiving the 11. The distinction does not appear warranted under the circumstances and the full benefit is therefore made applicable to all employees.

Time Off for PBA Representatives

The Town lags behind in granting time off to PBA representatives in negotiations. The benefit will not be effective until next-year's negotiations, and it should be granted, albeit for fewer representatives than are given time off by a larger force like Riverhead. Two representatives are a reasonable number to be granted the benefit under the present Agreement.

Insurance

The Town presently provides life insurance to the employees. The Union urges that a dental plan be instituted and considers it a more significant benefit than life insurance. Although the cost of dental runs higher, such a plan is granted. This is a benefit being made available in 1980 to other Southold employees.

College Credits

At present the Agreement contains a detailed provision, Article X, which grants salary increases to those attaining certain levels of college credit. The Town seeks to eliminate the provision in its entirety. The Union points to specific employees who have undertaken programs of study and would suffer a loss if they were deprived of the benefit.

Accordingly, while Article X is deleted, certain named employees, and only they, shall be "grandfathered in" under its provisions, as if Article X had continued in effect.

Payment for Unused Sick Leave on Retirement

Under Article VI, employees may accumulate up to 300 days of unused sick leave. When they retire they receive payment for 25% of their accumulation, to a maximum of 200 days.

The Union's demand is for payment of 100% of the number of days accumulated, if the employee retires either upon completion of 20 years, up to 23 years, or for the period within three years after this Award. The approach suggested is to make the proposal more attractive to the Town by encouraging prompt retirement. That, it was said, would result in a cost-saving by replacing top-paid officers with those at the starting level.

Riverhead's maximum is 70 days, compared with the Town's 50 at present. Other jurisdictions use varying approaches.

Because one jurisdiction may be ahead of another in a particular benefit does not necessarily signify that each such instance requires parity. The economic package awarded herein treats the employees favorably compared with Riverhead, and there is no compelling reason at this time to alter Article VI as requested.

Death Leave

The Union proposes to change Article VI, Section 7, to broaden the "immediate family" in which a family death now permits an employee to have paid time off. It asks that foster parents be included with parents, and also that grandparents be

covered by the four-day-leave provision, rather than the present one day. Thus leave in case of death of grandparents and foster parents would be the same as for the closest relatives.

Under the conditions specified in the Award, the two may be considered the same with respect to the number of days off. But limitations are stated for logical reasons, based upon whether or not an actually close and meaningful family relationship had been in existence.

Therefore the undersigned, having been duly designated, herewith makes the following

AWARD

1. Any item not specifically awarded hereinafter has been denied. Except as modified by this Award, the terms of the expired Agreement shall continue in force.
2. The new Agreement shall be effective from January 1, 1979, up to and including December 31, 1980.
3. Salaries shall be increased effective as of the dates specified:

January 1, 1979	6.0%
January 1, 1980	4.5%
July 1, 1980	3.6%
4. Effective January 1, 1980, a \$200 per annum amount as a night differential shall be granted each employee working the 4-12 and/or the 12-8 shifts.

5. Effective January 1, 1980, in addition to the present cleaning and maintenance program, \$240 shall be available each year to each employee as a uniform and equipment allowance on a voucher system. Any amount needed over the \$240 shall be at the employee's expense. Unused allowances shall revert to the Town at the end of each year.
6. All employees, including non-veterans, shall receive the 11 holidays.
7. Effective January 1, 1980, the following shall be added to Article VI, Section 8:

A maximum of two (2) members designated in advance by the PBA shall be given only the time off specified herein, when required to attend a formal negotiating session with the Town or its representatives, including formal sessions conducted under the law.

(a) When a member is scheduled to work a midnight to 8 a.m. tour on the day of an agreed scheduled session, he shall be given that tour off.

(b) When a member is scheduled to work 8 a.m. to 4 p.m. and the meeting is scheduled during that time, he shall be granted that tour off.

(c) When a member is scheduled to work a 4 p.m. to midnight tour and the meeting is scheduled during that time, he shall be granted that tour off.

8. In place of the insurance provision which has been in Article XIV of the Agreement, the following shall be inserted, effective January 1, 1980:

The Town shall pay to GHI (General Health Insurance) the sum of \$261.96 per employee for a dental plan identified as "M-1 Family Plan."

