

NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD
 Case No. IA 82-48, M 82-527

In the Matter of the Arbitration Between *

THE TOWN OF SOUTHAMPTON

and

SOUTHAMPTON TOWN POLICE BENEVOLENT ASSOCIATION*

AWARD OF

* PUBLIC ARBI-

TRATION PANEL

The undersigned arbitrators duly designated pursuant to the provisions of Section 209.4 of the New York State Civil Service Law, having duly considered the proofs presented by the parties, do hereby make the following

A W A R D

1. This Award determines the salaries and conditions of employment of police officers, Sergeants and lieutenants for the two year period from January 1, 1983 through December 31, 1984.

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CONCILIATION

2. The salary schedule of police officers, sergeants and lieutenants shall be:

<u>Police Officers</u>	<u>Effective 1/1/83</u>	<u>Effective 1/25/84</u>
1st year	\$16,701.00 per annum	\$18,037.00 per annum
2nd year	19,799.00 " "	21,383.00 " "
3rd year	22,897.00 " "	24,729.00 " "
4th year	29,093.00 " "	31,420.00 " "
Sergeants	32,292.00 " "	36,133.00 " "
Lieutenants	35,493.00 " "	39,589.00 " "

Effective January 1, 1983 the detective and detective sergeants work schedule shall be reduced to 240 days per year and with a pay differential of \$800.00 plus payment in 1983 only of \$400.00 in lieu of per diem pay adjustment.

Effective January 25, 1984 detective and detective sergeants per diem pay formula shall be the per diem rate for the individuals Civil Service rate as a police officer plus \$800.00 per annum pay differential.

3. Effective January 1, 1983, \$400.00 per annum shall be paid as night differential pay. Effective January 25, 1984, an additional \$400.00 per annum (total of \$800.00 per annum) shall be paid as night differential pay. (See schedule "A" attached for procedures for payment.)

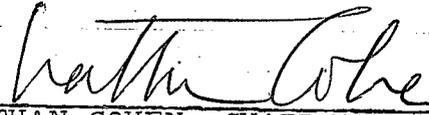
4. Police Officers shall be entitled to binding arbitration of disciplinary actions by an impartial arbitrator. The arbitrator is to be selected by mutual agreement of the parties. If no agreement, American Arbitration Association procedures are to be utilized.

5. All previously "signed off" agreements shall be incorporated into the new contract.

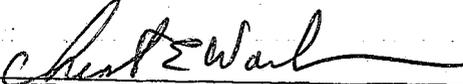
6. PBA demands relating to Labor-Management Committee, longevity and purchase of blocks or sick leave are denied.

7. All provisions of the most recently expired contract which have not been modified by paragraphs 1 to 5 above, shall be continued unchanged in the new contract.

Dated: July 22, 1983

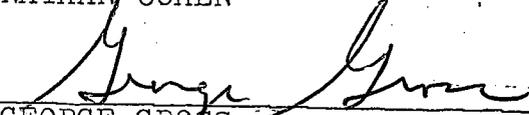

NATHAN COHEN, CHAIRMAN OF PANEL

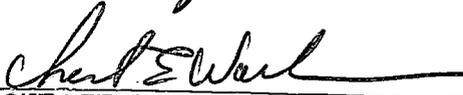

GEORGE GROSS, Arbitrator designated by Town


CHESTER WALKER, Arbitrator designated by P.B.A.

We the undersigned arbitrators, affirm under the provisions of the New York State Civil Practice Law and Rules that the above Award is the Award of the Public Arbitration Panel and that we executed the same this 22 day of July 1983.


NATHAN COHEN


GEORGE GROSS


CHESTER WALKER

SCHEDULE "A"

Night differential will be paid semi-annually on the first pay period in June and December.

An officer assigned to work three (3) or two (2) rotating shifts and is reassigned prior to semi-annual payment will be paid in full if the assigned work schedule exceeds 50% of scheduled night work.

An officer who is temporarily assigned to evening or midnight shifts throughout the year that exceeds 50% in any semi-annually or yearly period will be paid at the prevailing rate of schedule assigned.

AN OFFICER ASSIGNED TO ONLY TWO SHIFTS
SHALL RECEIVE ONLY 2/3'S OF NIGHT DIFFERENTIAL
PAY (1983 - \$267.00; 1984 - \$533.00)

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OPINION OF THE CHAIRMAN

* OF THE PUBLIC ARBITRA-

* TION PANEL

*

The Public Arbitration Panel

Nathan Cohen, Public Panel Member and Chairman

George Gross, Employer Panel Member

Chester Walker, Employee Organization Panel Member

APPEARANCES:

For the Town

Bernard Teichman, Esq.

For the P.B.A.

Schlacter & Mauro

by Reynold A. Mauro, Esq.

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CONCILIATION

The Panel Members were designated in accordance with Section 209.4 of the New York State Civil Service Law to hear and determine the contractual issues which remain unresolved between the parties. Hearings were held before the Panel on June 21, and 30, 1983 in Southampton, N. Y. Both parties were present and were afforded an opportunity to present evidence and argument in support of their respective contentions. A final executive session, at which the unanimous Award of the Public Arbitration Panel was executed, was held in Southampton, N. Y. on July 22, 1983.

Section 209.4 of the Civil Service Law charged the Panel with the following responsibility:

(v) the public arbitration panel shall make a just and reasonable determination of the matters in dispute. In arriving at such determination, the panel shall specify the basis for its findings, taking into consideration, in addition to any other relevant factors, the following:

a. comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours, and conditions of employment of other employees performing similar services or requiring similar skills under similar working conditions and with other employees generally in public and private employment in comparable communities.

b. the interests and welfare of the public and the financial ability of the public employer to pay;

c. comparison of peculiarities in regard to other trades or professions, including specifically, (1) hazards of employment; (2) physical qualifications; (3) educational qualifications; (4) mental qualifications; (5) job training and skills;

d. the terms of collective agreements negotiated between the parties in the past providing for compensation and fringe benefits, including, but not limited to, the provisions for salary, insurance and retirement benefits, medical and hospitalization benefits, paid time off and job security.

The P.B.A. listed its demands on unresolved items in the Petition For Arbitration executed on March 18, 1983. The "demands" portion of the Petition stated:

The P.B.A. is seeking an increase in base pay for a top pay police officer to \$30,000 for 1983 and \$33,000 for 1984. Night differential is a new benefit. P.B.A. is seeking night differential of \$800 for employees who rotate all three shifts and a pro rata payment of night differential for other employees.

Longevity - P.B.A. is seeking a \$100 additional increase per year for each year above 15 years of service. Sick leave - P.B.A. is seeking to purchase accumulated blocks of sick leave.

Disciplinary proceedings - P.B.A. is seeking binding arbitration for disciplinary procedures. The P.B.A. is seeking the re-institution of a labor management committee that was dissolved by the Town during the last contract period.

The Town's Answer to the Petition For Arbitration alleged that the only unresolved item involved salaries, night differentials and disciplinary proceedings. All other items, allegedly, had been resolved or abandoned during the course of the negotiations. The Town also alleged that the P.B.A.'s salary demands made during the mediation procedures were lower than those stated in the Petition For Arbitration. The Town's last offer prior to the commencement of this proceeding was

Salaries: Police Officers - 7% increase in 1983, 6% increase in 1984

Superior Officers - 8% increase in 1983
7% increase in 1984.

Night Differential: \$400 increase for employees who rotate all three shifts.

Disciplinary Proceedings: An attorney

selected by the Town who was not working for the Town to be the Arbitrator in cases of disciplinary procedures that have passed the preliminary stages. The decision of said Arbitrator to be final and binding on the parties.

The Town of Southampton is located in the eastern part of Suffolk County. The principal economic activities of its residents involve either agriculture, tourism or summer resort business. The population of the Town is slightly under 50,000 and it triples to approximately 150,000 during the summer season. The area of the Town is about 145 square miles and there are 439 miles of roads within its boundaries. Aside from various Town facilities, a substantial number of County installations such as a correction facility, a criminal courts building, the County Police Academy and the County Airport are located inside the Town. Two colleges and a hospital are also located in the Town.

The Southampton Police Department employs about seventy police officers who perform all of the professional police duties such as patrolling, answering calls for assistance, investigating incidents of crime and apprehending individuals suspected of being law-breakers. The Southampton officers are exposed to all of the hazards that suburban police officers generally encounter and, in addition, they are exposed to the problems and hazards that are associated with highly transient resort areas.

Although the County still provides a limited amount of police services to the Town, the primary police services which had been provided by the County in earlier years are now provided by the Town's police department. These services, apparently, are on the same or a higher level of professional performance as is provided by the County for the five western townships in the County.

During the course of the hearings evidence was received on each of the factors mentioned in Section 209 (v) of the Taylor Law. The Panel, in its deliberations, took into account the evidence and arguments presented by the parties in arriving at the contents of the Award issued on July 22, 1983.

The available evidence indicated that the Southampton Town police officers are recruited through a civil service examination given on a County-wide basis where the resulting eligibility lists are used both by the County and the various towns and villages within the County. The newly hired Southampton police officers are thereafter given the same training as County police officers at the County Police Academy.

Evidence was received which indicated the annual salaries, days worked per year, longevity payments and night differential payments received by police officers employed by the Town, the County and by adjacent towns.

On each of the factors pertinent to this matter, namely salaries and night differentials, the Panel agreed upon compromise dollar amounts which did not meet the P.B.A.'s goals or demands but which did take into consideration the comparative salaries and benefits received by police officers in the other jurisdictions. Thus, the amounts awarded by the Panel were somewhat higher than those paid by some of the nearby towns, but were significantly lower than the amounts paid by Suffolk County to its police officers.

Although the P.B.A. attempted to prove that the Town could well afford the expenditure of the monies necessary to meet the P.B.A.'s demands, the Town did not make this an issue. Instead, its arguments centered upon the premise that any raising of taxes was undesirable and that any award of monies should not result in increased taxes. Despite the fact that the inflationary trend in the economy in recent years might justify commensurate increases in taxes, the Panel attempted to satisfy the Town's desires in this respect. Thus, the dollar amounts demanded by the P.B.A. were reduced in the Award and the salary and benefit increases awarded for the second year of the contract term were deferred for two pay periods to January 25, 1984.

Throughout the hearings the P.B.A. stressed and the

Town did not refute the uniqueness of the work of police officers with respect to potential hazards, exceptional physical requirements, level of education and the amount of training given such officers which is not commonly found in either private employment or in other public employment job classifications. Because of such uniqueness of the work of police officers, there was little, if any, evidence presented to the Panel upon which any realistic comparison could be made with the salaries and working conditions in other job classification. Nevertheless, the Panel bore in mind the salaries paid and the salary increases granted generally to individuals in both the public and private sectors.

The Panel did direct the establishment of a procedure for binding arbitration by an impartial third party where the propriety of a disciplinary action imposed on a police officer is challenged. This concept conforms to the public policy which encourages the arbitration of such labor-management disputes. Also, such a procedure tends to dispel frequent suspicions, whether warranted or not, by police officers and others that the imposition or non-imposition of disciplinary punishments are arbitrary and capricious in nature.

In the deliberations of the Panel, the members of the Panel were either aware of or took notice of the earlier

collective bargaining agreements of these parties and the collective bargaining agreements of various other governmental entities within the County, the State and elsewhere involving police officers. The parties submitted in evidence their most recently expired collective bargaining agreement for the calendar years of 1981 and 1982 which contained, among other things, provisions for salary, insurance and retirement benefits, hospitalization benefits, paid time off and job security. Further, one of the Panel members is a member of the Town Police Force and another is a retired State police officer, both of whom are familiar with police salaries and working conditions. Also, the Chairman of the Panel and the P.B.A.'s designated arbitrator served on the Panel which awarded the terms and conditions of employment for the Town's police officers for the calendar years 1979 and 1980. As a result, all the members of the Panel had a familiarity with the provisions of the previous collective bargaining agreements governing the terms and conditions of employment of the Southampton Town police officers as well as a general familiarity with the terms and conditions of employment under which police officers work in other jurisdictions in the County and elsewhere.

Based upon the above it is my opinion that the

Award issued by the Panel on July 22, 1983 is proper and conforms to the statutory provisions governing such Awards.



NATHAN COHEN, Chairman

Dated: August 3, 1983