

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD
COMPULSORY INTEREST ARBITRATION

IN THE MATTER OF THE INTEREST ARBITRATION : 1984
: :
- between - : PANEL'S
: :
Village of Amityville : DECISION
: :
-and- : AND
: :
Amityville Police Benevolent Association : AWARD
: :
CASE # IA83-35; M83-441 :
: :

APPEARANCES

For the Village of Amityville:
Charles Graves, Esq.

For the Amityville Police Benevolent Association:
De Martin, Kranz, Davis & Hersh
By: Ronald J. Davis

Before: Edward Levin, Chairman, Public Member
Richard Carey, Employer Member
Nicholas Cascio, Employee Organization Member

On January 11, 1984, the Chairman of the Public Employment Relations Board, pursuant to Section 209.4 of the New York Civil Service Law appointed the above listed Public Arbitration Panel for the purpose of making a just and reasonable determination of the dispute between the Village of Amityville (Village) and the Amityville Police Benevolent Association (PBA).

BACKGROUND

Preliminary meetings were held with the parties on January 20 and February 3, 1984 for the purpose of narrowing and defining the unsettled issues. During the course of these meetings a Memorandum of Understanding was reached and signed by the parties. Subsequently, the Memorandum of Understanding was ratified by the parties. However, by March 23, 1984 it was not signed by the Mayor, and on that date the PBA sent a telegram advising the Panel of that fact and requesting a final date be set for the completion of the arbitration so that an award could be rendered without further delay. Arrangements were made for a hearing on April 11, 1984. On that date, a contract signed by the mayor was presented to the Panel. Notwithstanding, the PBA asked the Panel, in order to avoid any other difficulties or delays in the implementation of the contract, make the Memorandum of Understanding and the contract reflective of the provisions contained in the memorandum, the officially executed award of the Panel. Counsel for the Village did not oppose this request.

The Panel, based on the discussions and evidence gathered during the course of the meetings that resulted in the Memorandum of Understanding and the revised contract, and a through review of these documents including contractual provisions of County and local police jurisdictions, concluded that they reflected a comprehensive incorporation of statutory requirements necessary to support an arbitration award and agreed to incorporate them in this arbitration award.

The Memorandum of Agreement

The following is the Memorandum of Agreement reached by the parties and made part of the award in the manor described above:

AGREEMENT made and entered into this 2nd day of March, 1984, by and between the VILLAGE OF AMITYVILLE, (represented by Charles Graves, Labor Counsel) a political subdivision of the State of New York, and its principal place of business in the Village of Amityville, New York, and the AMITYVILLE POLICE BENEVOLENT ASSOCIATION, INC., (represented by Ronald J. Davis, Labor Counsel) an association duly incorporated pursuant to the provisions of the Business Corporation law of the State of New York, having its principal place of business at 16 Greene Avenue, Amityville, New York.

W I T N E S S E T H :

WHEREAS, the parties hereto desire to make and arrange the terms and conditions under which Police Officers, Detectives and Sergeants shall work and perform their duties, and

WHEREAS, the Association is recognized as the bargaining representative for all of the above members of such Association by the employer pursuant to a resolution of the Board of Trustees of the employer adopted on the 5th day of February 1968 wherever such employee may be represented, and

WHEREAS, the parties desire to renegotiate a Collective Bargaining Agreement setting forth the amount of wages to be paid to such employees of the Police Department of Amityville and their conditions and standards of employment, which they entered into for the periods from June 1, 1983, to and including May 31, 1985.

WHEREAS, the parties hereto have concluded and tentatively agreed upon changes and modifications of wages and working conditions to be effective from June 1, 1983 through May 31, 1985 at a time prior to the 17th of February, 1984. That on the 17th day of February, 1984, Labor Counsel for the Village of Amityville presented said tentative agreement to be more fully set forth below, to the Village Board of the Village of Amityville, for their consideration; and, the

Village Board unanimously approved said proposed agreement and authorized Labor Counsel to draw up and execute amendments to the existing Collective Bargaining Agreement incorporating all those items agreed to between the parties and approved by the Village Board.

NOW, THEREFORE, for and in consideration of the premises of the mutual covenants and promises as herein contained, the parties hereto bind themselves and agree as follows:

- ✓ 1. Section 27 (a) (b) of the existing Collective Bargaining Agreement shall be amended to now read Section 27 (b) and (c) respectively. There shall be a new Section 27 (a) as follows: The President of the Amityville P.B.A. or his designated alternate shall receive one day per month released time with pay for the conducting of Association business. In addition, the P.B.A. is authorized to have a two member negotiating committee released from police duties, with pay for the purposes of attending contract negotiations with the Village. This provision to become effective March 1, 1984.
- IN
SECTION 27
35
NEW
CONTRACT
2. **OK** Delete from the existing Collective Bargaining Agreement that part of Section 29 (a) which prohibits the Village of Amityville from seeking pension modifications through the State Legislature.
3. **OK** Amend Section 32, Paragraph 1 by adding at the end of the first completed sentence the following: Within 15 working days of the date of the alleged violation or from the date the Officer should have reasonably become aware of said violation.
4. **OK** The Village's contribution to the Amityville P.B.A. Benefit Fund shall be increased \$50.00 per year effective June 1, 1983 and an addition \$50.00 per year effective June 1, 1984 for a total of \$100.00.
5. **OK** Effective June 1, 1983, the cleaning and equipment allowance as indicated in Section 9 (e) shall be increased by \$50.00 per year and effective June 1, 1984, said allowance shall be increased an additional \$50.00 per year for a total of \$100.00 per year.

6. ^{OK} Section 6 (c) and (d) shall be deleted from the existing Collective Bargaining Agreement and there shall be a new Paragraph 23 (c) as follows: Longevity for Amityville Police Officers shall be paid at the rate of \$110.00 for each year of service effective June 1, 1983. No payment shall be made for years one through five and commencing with the 6th year of service, Officers will be paid \$660.00, 7th year \$770.00, 8th year \$880.00, etc.
7. ^{OK} Delete Paragraphs 25 (a) and (b) from the existing Collective Bargaining Agreement and amend Paragraph (c) to now read Paragraph (b). There shall be a new Paragraph 25 (a) as follows: Effective June 1, 1983, night differential shall be paid to Amityville Police Officers and Sergeants at the rate of seven (7%) percent of the top base pay for Police Officers. Effective June 1, 1984, night differential shall be paid to Amityville Police Officers and Sergeants at the rate of eight (8%) percent of the top base step for Police Officers. Payments shall be made within 15 days of the first day of September, December, March and June except for the retroactive night differential due members to effectuate the terms of this Agreement.
8. ^{OK} Amend Paragraph 12 (c) to now reflect 240 days to read 260 days and the 480 day accumulation to now read 520 days.
9. ^{OK} All Police Officers and Detectives shall receive an increase in rate of pay of 7-1/2% effective June 1, 1983 and an additional 8% increase in rate of pay effective June 1, 1984.

In addition, all new Police Officers hired after February 1, 1984, shall be paid pursuant to the following pay scale as follows:

Start -	\$16,000.00
Step 1 -	\$18,400.00
Step 2 -	\$20,500.00
Step 3 -	\$24,697.00
Step 4 -	\$27,144.00
Step 5 -	\$28,491.00
Step 6 -	Prevailing rate of pay for top paid Police Officers under the regular schedule.

This new schedule shall be subject to renegotiation at the expiration of this agreement, together with all other items contained herein.

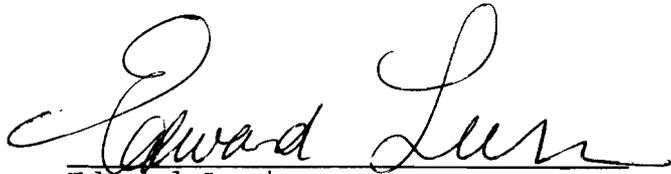
10. Amend Section 5 (e), Line 7 to now read, "Upon the completion of 3 years of service," instead of the existing 6 years of service. Such provision to take effect April 1, 1984.
11. Add a new provision to the current Collective Bargaining Agreement captioned 35 as follows: Effective the date of the signing of this agreement all disciplinary matters that remain unsettled shall be submitted to arbitration pursuant to the provisions of the American Arbitration Association; which Arbitrator shall be the finder of fact and render a decision as to guilt or innocence and just punishment, if any. Such decision of the Arbitrator shall be advisory only. Association members that are subject to discipline must request their right to invoke the arbitration process within 15 days of the date of written notice of disciplinary charges.
12. The provisions of Section 6 of the existing Collective Bargaining Agreement shall be modified to reflect that all Police Officers, Sergeants and Detectives shall be paid for holiday pay, overtime, etc., at the rate pertaining to a 245 day work schedule instead of the prior calculation of a 260 day work schedule. This provision to be effective January 1, 1984.

The Panel believes that the provisions of the Memorandum of Understanding agreed to and ratified by the parties provide a fair and equitable settlement of their dispute consistent with the provisions of Section 209.4 of the New York Civil Service Law, and specifically the criteria set forth therein. Accordingly, the Panel unanimously finds that the Memorandum of Understanding shall be incorporated in this award and binding on the parties.

The Panel shall retain jurisdiction over any dispute concerning the implementation of the language contained in the Memorandum of Agreement.

PANEL MEMBERS:

Date: April 26, 1984



Edward Levin
Chairman

STATE OF NEW YORK ss:
COUNTY OF SUFFOLK

Appeared before me this 26th day of April, 1984, EDWARD LEVIN, to me known, who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

Eileen Fitzpatrick

EILEEN FITZPATRICK
Notary Public, State of New York
No. 4739968
Qualified in Suffolk County
Commission Expires March 30, 1985

Date:



Richard Carey
Employer Member

STATE OF NEW YORK ss:
COUNTY OF SUFFOLK

Appeared before me this 26th day of April, 1984, RICHARD CAREY, to me known, who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

Eileen Fitzpatrick

EILEEN FITZPATRICK
Notary Public, State of New York
No. 4739968
Qualified in Suffolk County
Commission Expires March 30, 1985

Date:



Nicholas Cascio
Employee Organization Member

STATE OF NEW YORK ss:
COUNTY OF SUFFOLK

Appeared before me this 26th day of April, 1984, NICHOLAS CASCIO, to me known, who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

Eileen Fitzpatrick

EILEEN FITZPATRICK
Notary Public, State of New York
No. 4739968
Qualified in Suffolk County
Commission Expires March 30, 1985

File #7913A

RECEIVED

SEP 27 1984

CONCILIATION

STATE OF NEW YORK
Public Employment Relations Board
Case No. IA83-35; M83-441

In the Matter of the Interest Arbitration	:	
	:	
- between -	:	SUPPLEMENTAL
	:	
VILLAGE OF AMITYVILLE	:	AWARD
	:	
- and -	:	
	:	
AMITYVILLE POLICE BENEVOLENT ASSOCIATION	:	
	:	

APPEARANCES

For the Village of Amityville:
Charles Graves, Esq.

For the Amityville Police Benevolent Association:
Ronald Davis, Esq.

Public Arbitration Panel:
Edward Levin, Chairman and Impartial Public Member
Richard Carey, Employer Member
Nicholas Cascio, Employee Organization Member

- ISSUES: 1. Is this issue arbitrable?
2. If so, what is a fair and reasonable salary for detectives?

ISSUE OF ARBITRABILITY

On April 26, 1984, the Panel made a determination on issues that were at impasse between the Village of Amityville ("Village") and the Amityville Police Benevolent Association ("PBA"). At the time there was no police officer holding the title of detective and the question of compensation for that position was moot and therefore not considered by the

Arbitration Panel. Subsequently, the Village assigned a police officer to that position and a dispute concerning the compensation for that job has arisen. The parties were unable to resolve that question through negotiations and the PBA has requested that the Panel review and issue a determination on that question.

The Village has, however, raised the issue of arbitrability of this question, based on their claim that during the initial arbitration of all outstanding proposals the PBA dropped this item and only the other remaining demands were submitted for arbitration. Therefore, it is the Village's contention that this issue was previously withdrawn from arbitration and the PBA should not now be permitted to re-submit it. The Village also points out that the number of tours worked by a detective has been agreed upon and stated in the contract and that it would be improper to have an arbitration award which might in any way have an impact on that number.

The PBA disagrees with the Village position on arbitrability and argues that the issue of detective pay was not raised during the original arbitration proceedings since there was no detective employed by the Village and that it was agreed in writing that if a detective was hired the salary would be negotiated. Since the previous arbitration award, the Village has hired a detective and the PBA has unsuccessfully attempted to negotiate a salary for that position. As a result the issue of salary for detectives has now re-emerged as an

unresolved issue of the previous negotiations and that it is properly a subject of binding interest arbitration by the Arbitration Panel appointed to determine all the issues that were originally at impasse. Therefore, the PBA believes that the issue is arbitrable and properly before this Panel.

PANEL'S OPINION ON ARBITRABILITY

The Panel finds that the issue now being raised by the PBA is part of the original negotiations that resulted in an impasse and for which a Public Impartial Arbitration Panel was assigned by PERB. During the course of deliberations which resulted in the prior Public Arbitration Panel award it was evident that the question of salary for detectives was moot and therefore should be left for negotiations between the parties if and when it became necessary. The Village's action in hiring a detective has revived this issue and the resulting negotiations have not produced agreement.

Inasmuch as the issue of detective salary has re-emerged and the parties are unable to reach a settlement and it was an issue incorporated in the original group of items that were at impasse but deemed moot and tabled because there was no detective employed by the Village, the Panel finds that the issue of salary, and only salary for this position is properly before the Panel. The PBA acknowledges that the Village has quite properly points out that the number of work tours are not at issue here and that the Panel is without authority to alter that number in any way. Nevertheless,

this does not preclude the Panel from noting the number of tours worked as a factor in determining a fair salary for detectives.

Accordingly, the Panel finds the issue arbitrable.

ISSUE OF FAIR AND REASONABLE SALARY FOR DETECTIVES

The Union basis its proposal for detectives' salary on the Suffolk County Police contract covering this position. That contract provides a three step increase for detectives until an 8% differential above the top pay of police officers is reached. The three steps provide:

1st year: 3.6%

2nd year: 5.7%

3rd year: 8.0%

Applied to Amityville where police officers receive a top salary of \$33,114¹ the differential would be computed in the following way:

1st year: $\$33,114 \times 3.6\% = \$1192.$ ²

2nd year: $\$33,114 \times 5.7\% = \$1887.$

3rd year: $\$33,114 \times 8.0\% = \$2694.$

¹It is noted that top pay for Suffolk County Police Officers is \$33,191 and therefore the detective differential for the Village detectives would be accordingly lower.

²Rounded off to the nearest dollar.

Thus, according to this method of computing, the detective's pay would normally be as follows:

1st year: $\$33,114 + \$1192 = \$34,306.$

2nd year: $\$33,114 + \$1887 = \$35,001.$

3rd year: $\$33,114 + \$2649 = \$35,763.$

However, the PBA argues, this would still leave detectives earning less than top paid police officers should they work an additional sixteen (16) days a year and are paid overtime at a rate of time and one half for such work. By taking \$33,114. and dividing it by 245 (The standard number of days for determining per diem rates for police officers) the Union arrives at a daily straight time pay rate of \$135.

The Union reasons that if one takes the sixteen (16) extra days worked by detectives in excess of that worked by police officers, and using the \$135. per day earned by police officers, the amount of extras pay required for the 16 days would amount to \$2,160. The Union therefore proposes an additional \$2,160 be added to the detective's salary to make up for the additional days worked over and above that required of police officers in the contract.

Another difference cited by the PBA between police officer's pay and detective's pay is related to night differential. Police officers who work three shifts receive an 8% night differential while the detectives, who work two shifts, are not presently entitled to such pay. The PBA proposes that the detective receive a 5% night differential or

\$1,656 to eliminate this inequity. The Union believes that the 5% would fairly reflect the proportionately less night work performed by this group as compared to other police officers who work the full three tours.

Adding this factor to the formula, a detective would receive a pay based on the following:

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
Base pay-top police officers	\$33,114.	\$33,114.	\$33,114.
Night differential (5%)	1,656.	1,656.	1,656.
Detectives' differential	1,192.	1,887.	2,649.
Pay for extra days	<u>2,160.</u>	<u>2,160.</u>	<u>2,160.</u>
Total Detective Pay	\$38,122.	\$38,817.	\$39,579.

According to the Union, the basic top police officer's pay would still be more than received by the detectives, but believed it would be an equitable formula for resolving this dispute.

The PBA presented testimony concerning the job responsibilities of detectives. According to the PBA a detective is responsible to be immediately on the scene and investigate all crimes except homicides and arson.³ They take statements, interview witnesses, and safeguard evidence, and are

³Homicide and arson are the responsibility of County detectives, however, the vast majority of crimes in the Village do not fall into either of these categories.

responsible for conveying all the relevant information about crime to the County detective assigned to the case. The County detective completes the required paper work and forwards it to the District Attorney's office for prosecution. When the case comes up for trial it is the Village detective to whom the District Attorney turns for testimony related to his investigation for the prosecution of his case. This high level of responsibility and skill requires training, knowledge, and experience beyond that needed by other police officers.

The PBA insists that there is no past practice with respect to this issue as claimed by the Village. The individual who the Village claims worked as a detective was a Sergeant working in plain clothes but who was never appointed to the position of detective and was not known by the Union to occupy that position. This can hardly be construed as a past practice. The current appointment of a detective is the first time in the history of the Amityville Police Department that a detective badge was struck and issued to a police officer assigned to that position. The PBA therefore claims that the position of detective is a new position just added to the contract. In contrast the benefits paid to the so-called Detective Sergeant, which were not part of the contract, nor known by the Union, cannot be considered in any way binding on the Union.

VILLAGE POSITION

The Village proposes to pay detectives \$34,114. (or \$1,000 above the top police officer) for a 248 tour work year. It would add to this amount 4% night differential and the cleaning and clothing allowance currently required for other police officers by the Contract.⁴ Therefore, the total amount paid to detectives would be \$34,114 plus \$1,324 night differential which together amounts to \$35,438.

The Village opposes the granting of extra pay to detectives for the sixteen extra tours they are required to work above that of other police officers. The Village argues that the granting of extra days in the Agreement reflects an implied understanding that those extra days would not call for pay in excess of the amount received by other police officers for working fewer tours of duty in a work year.

The Village maintains that it can get qualified police officers to apply for the job of detective without offering them additional incentives such as those proposed by the PBA. The reason for this is that the position of detective carries with it prestige and less midnight tour work than required of other police officers.

The Village argues that the job description for Village detective is not comparable to Suffolk County detectives and therefore contrasting these two jobs is not a proper basis

⁴There is agreement between the PBA and the Village that the clothing and cleaning allowance shall be \$475.00 and \$525.00 respectively.

for determining the pay for this category of employee. According to remarks attributed to the Amityville Police Chief, Amityville detectives are only similar to County detectives in that both handle misdemeanors. However, when it comes to felony investigations, Amityville detectives might help in local investigations or appear as witnesses, but the First Squad County Detectives bears the major burden of preparing and handling such cases. According to the Village, this constitutes work of a less responsible nature than County detectives and should not be considered in the same light. The Village believes that the Amityville detective position is comparable to the Suffolk County plainclothesmen who do not receive an increase in pay when appointed to that position.

In addition, the Village maintains that the 248 tour year with no extra pay is a past practice that was known by the PBA when it was worked by a Detective Sergeant at no extra pay for the extra days. This Detective Sergeant only received his sergeant's pay and no additional stipends or differentials. This situation was so widely known to all, including members and officers of the PBA, that it constitutes a notorious practice and thus a constructive contract.

For these reasons the Village asks that its proposal be deemed a fair resolution of this dispute and should therefore be adopted by the Panel.

PANEL'S OPINION

The Panel finds that the position of detective is a promotional position required more skills, knowledge and training than an ordinary police officer. The PBA's analysis of the job description of Village detectives is persuasive as it relates to the detective's responsibilities for being the officer who in the first instance performs detective duties that represents a basic and substantial share of the work required in preparing for criminal prosecution of felonies, with the exceptions of homicides and arson. It was already noted that these later categories of crime are a small part of felonies committed in the Village jurisdiction. It is the Village detective not the County detective who bears the responsibility to appear and testify in court regarding his observations and conduct during these preliminary but crucial phases of police work.

It is axiomatic in labor relations and personnel administration that jobs with greater responsibility requiring greater knowledge, skills and training should be compensated accordingly at a higher rate of pay. Therefore, the three steps to reach an 8% differential appears to be a reasonable monetary recognition of the difference in knowledge, skill and training and based on the differential for detectives found in the Suffolk County contract, is deemed to be a fair and equitable pay differential for Amityville detectives.

With respect to night differential, it is self-evidence that such pay is designed to compensate police officers for

work done during the night hours. Inasmuch as the amount of hours worked during night hours is actually reduced by 16.3%, it seems reasonable that the amount of night differential paid to detectives also be appropriately reduced. Therefore a night differential of 5% would more than reflect the reduction of night tours of duty actually worked by a detective and would be an equitable method of paying Amityville detectives for their night work.

Turning to the extra sixteen days a detective must work over and above the number of days assigned to regular police officers, the Panel finds that a pay factor must be incorporated into the detective's salary to reflect these additional days. While it would be inappropriate to compensate them at a rate of time and one half since the extra days are part of the detective's regular work year, it would not be improper to include an amount equal to sixteen days at the top police officers' straight time rate. The method of calculating that amount suggested by the PBA seems to be a reasonable way to arrive at a per diem rate from which to extrapolate an amount of extra pay in recognition of the additional days worked by detectives. Thus, all tolled, an additional \$2,160 shall be added to the salary in addition to the five percent (5%) night differential and detectives pay differential discussed above.

Thus, the computation of a detective's pay shall be as follows:

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>
Base pay-top police officers	\$33,114.	\$33,114.	\$33,114.
Night differential (5%)	1,656.	1,656.	1,656.
Detectives' differential	1,192.	1,887.	2,649.
Extra days	<u>2,160.</u>	<u>2,160.</u>	<u>2,160.</u>
	\$38,122.	\$38,817.	\$39,579.

While the Panel is without authority to reduce the number of tours per year worked by detectives, it believes it can provide the Village with an option that would permit it to reduce the detectives' work year by 16 days and thereby eliminate the \$2,160.00 extra pay provided by this Arbitration Award. Therefore, the Village is given the discretionary option of reducing the tours worked by the detectives to 232 and upon implementing this option accordingly reduce the amount of pay by \$2,160.00 which represents that factor in the Panel's computation of reasonable pay for the detective position.

There is agreement between the PBA and the Village that the clothing and cleaning allowance shall be \$475.00 and \$525.00 respectively. That understanding is also incorporated in this Panel Award.

The Panel believes that this determination has taken into consideration the statutory criteria required for arriving at a fair and equitable settlement of the remaining issue.

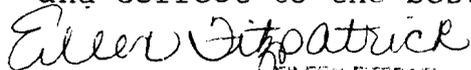
PANEL MEMBERS:

Date: 9/17/84


 Edward Levin
 Chairman

STATE OF NEW YORK
COUNTY OF NEW YORK ss:

Appeared before me this 17th day of September, 1984, EDWARD LEVIN, to me known, who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.


 EILEEN FITZPATRICK
 Notary Public, State of New York
 No. 4739968
 Qualified in Suffolk County
 Commission Expires March 31, 1985

Date: 9/17/84


 Richard Carey
 Employer Member

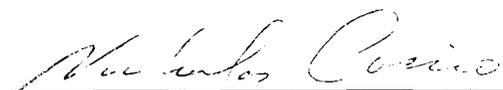
I HEREBY DISSENT FROM THIS AWARD.

STATE OF NEW YORK
COUNTY OF SUFFOLK ss:

Appeared before me this 17th day of September, 1984, RICHARD CAREY, to me known, who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.

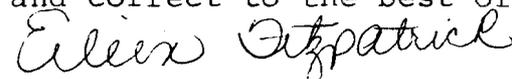

 EILEEN FITZPATRICK
 Notary Public, State of New York
 No. 4739968
 Qualified in Suffolk County
 Commission Expires March 31, 1985

Date: 9/17/84


 Nicholas Cascio
 Employee Organization Member

STATE OF NEW YORK
COUNTY OF SUFFOLK ss:

Appeared before me this 17th day of September, 1984, NICHOLAS CASCIO, to me known, who did swear and affirm that he has executed the above and that all statements herein are true and correct to the best of his knowledge and belief.


 File #3500A

EILEEN FITZPATRICK
 Notary Public, State of New York
 No. 4739968
 Qualified in Suffolk County
 Commission Expires March 31, 1985

STATE OF NEW YORK
Public Employment Relations Board
Case No. IA83-35; M83-441

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The undersigned dissents from the majority award in the matter of Interest Arbitration between the Village of Amityville and the Amityville Police Benevolent Association for the following reasons, as well as for other reasons discussed in the Panel's deliberations.

The first issue treated in the majority opinion of the Panel is that of comparability with the County of Suffolk. The Village submitted evidence that the County Detective position is not comparable. Even in the majority opinion that is conceded in the handling of felonies especially homicides and arson. How then can the majority conclude, as it does, that the jobs are comparable?

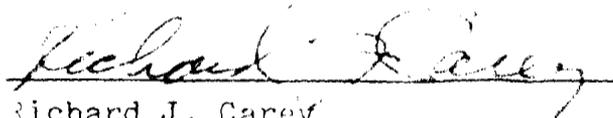
Turning to the issue of the extra 16 days a detective works, the Panel majority finds that extra pay is justified for the extra 16 days. The Village submitted evidence that there has been a past practice for no extra pay for such days. The practice involved a sergeant working as a detective with no extra pay for the 16 extra days worked. The PBA claimed it did not know the individual involved worked as a detective. This is absurd as the individual involved was in the bargaining unit and worked with his fellow PBA members. Thus the practice was so open and notorious that it can be properly assumed the PBA did know, and having failed to object consented to the practice.

Page 2.

Village of Amityville
and
Amityville Police Benevolent Association.

In addition to the past practice, there is a clause in the Contract (Section 5) which specifically states the Detective's schedule is 248 days, 16 days over the 232 days police officers schedule. The PBA proposed in negotiations to eliminate this 248 day schedule, but dropped this proposal. Now, by requiring the Village to pay for the extra days, the Panel majority has in effect nullified the benefit to the Village of the 248 tours provided in the Contract. It is the Village position that in negotiating the Detective salary the 248 days should not have been a factor in view of the current contract clause.

Finally there is the matter of the Award of 3 steps. This goes beyond the expiration date of the current contract. Suffice for this proceeding would be an award of one step only as the appointment to Detective basically covers the second year of a two year Contract.



Richard J. Carey

Employer Member

Public Arbitration Panel