

State of New York Public Employment Relations Board

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: IN THE MATTER OF INTEREST ARBITRATION :  
: between :  
: TOWN OF SOUTHAMPTON :  
: and : OPINION AND AWARD  
: POLICE BENEVOLENT ASSOCIATION OF :  
: SOUTHAMPTON TOWN, INC. :  
: PERB Case No. IA84-45; M84-466 :  
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November 27, 1985

Before

PUBLIC ARBITRATION PANEL

Herbert L. Marx, Jr.  
Public Panel Member and Chairman

George Gross  
Employer Panel Member

Chester E. Walker  
Employee Organization Panel Member

A P P E A R A N C E S

For the Town:

Bernard Teichman, Esq.

Martin Long, Supervisor

Conrad Teller, Chief of Police

James Overton, Captain

Allen Kovesdy, Assistant Director, Intergovernmental  
Relations, Suffolk County

For the PBA:

Reynold A. Mauro, Esq.  
Schlachter & Mauro

Theodore Stafford, President

Anthony Tenaglia, Vice-President

Richard Andrews, Secretary

John Moran, Director

Barry Winkler, Police Officer

Michael Demasco, Police Officer

Steven Taddeo, Training Officer, Suffolk County  
Police Department

Edward J. Fennell, Government Financial Consultant

## I N T R O D U C T I O N

This matter was heard and resolved as directed by the State of New York Public Employment Relations Board under the terms of statutory provisions applicable to compulsory interest arbitration pursuant to Civil Service Law, Section 209.4, as amended. At issue are the terms of a new collective bargaining agreement (the "Agreement") to be effective as of January 1, 1985 between the Town of Southampton (the "Town") and the Southampton Town Police Benevolent Association (the "PBA"). The Agreement is to supercede the previous collective bargaining agreement in effect until December 31, 1984.

Representatives of the Town and the PBA met for the purpose of negotiations in a series of meetings over an extended period. The parties requested and received mediation services of the Public Employment Relations Board. Accord on a new agreement was not reached.

Under required procedure, a three-person Public Arbitration Panel (the "Panel") was designated on May 9, 1985 to hear the dispute and render an award. Upon due notice, hearings were held in Westhampton Beach on June 24, 1985 and in Southampton on July 25 and 26 and September 6 and 9, 1985. A stenographic record of the proceedings was

prepared. The parties were offered full opportunity to present evidence and argument and to examine and cross-examine witnesses.

The parties submitted post-hearing memoranda to the Panel. These were received on September 30, 1985 from the PBA and on October 9, 1985 from the Town. The Panel Members met in executive session in New York City on October 2, and November 7, 1985 to consider their findings.

The collective bargaining unit consists of 68 Police Officers, Detectives, Sergeants and Lieutenants.

#### O P I N I O N

In addition to and as part of the argument by the parties and in reaching a "just and reasonable determination of the matters in dispute", the parties took into consideration the following factors as required by law:

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 Town and the PBA resolved a number of issues in the collective bargaining process which preceded the Panel's deliberations. The remaining differences relate exclusively to method and amount of compensation for Police Officers, Detectives, Sergeants and Lieutenants, as well as consideration of proposed change in the existing dental benefit plan and a new optical care benefit plan. These proposals can be briefly summarized as follows:

1. Proposed increases in the salary schedule, as well as a proposal by the Town to increase the number of salary steps in the schedule.
2. Changes in the salary differentials applicable to Detectives, Sergeants and Lieutenants.
3. Changes in the amount and method of application of longevity pay.
4. Changes in the amount and method of application of night shift differential pay.
5. A proposal to apply interest to retroactive pay increases.
6. Provision for standby pay for Detectives.
7. Improvement in the existing dental benefit plan.
8. A new optical care plan.

There was general accord that the new Agreement should be applicable for two calendar years, retroactive to January 1, 1985.

The PBA's presentation to the Panel emphasized (1) detailed arguments as to the Town's ability to finance within its available resources the improved compensation sought by the PBA; (2) the professionalism of the Police Officers serving the Town; and (3) the PBA's objective to have a salary schedule at least equivalent to that of the Suffolk County Police Department, which services the western part of Suffolk County.

While not necessarily concurring with the financial analysis set forth on behalf of the PBA, the Town does not base its stand in reference to police compensation on any specific lack of ability to pay. Rather, as will be seen, the Town simply sees no convincing rationale to the argument that the Town's police force must be paid equivalent to the Suffolk County Police Department. The Town supports its argument by pointing to other police jurisdictions within Suffolk County, where the compensation is modestly or substantially less than that enjoyed in the Town of Southampton. The Town argues that comparison to such police units is equally relevant as is a comparison with the Suffolk County Police Department.

Comparison of salary schedules among adjacent and nearby communities is a principal criterion upon which the Panel must rest its findings. For this purpose, the top-level police officer salary of nine other police units are used for comparison. These are Suffolk County; the Towns of East

Hampton, Southold, Shelter Island and Riverhead; and the Villages of East Hampton, Southampton, Westhampton and Quogue. (The Panel was not advised with certainty as to the current salary for Sag Harbor Village.) For these nine units, the average top level police officer salary for 1985 is \$32,118. This compares to the top police officer salary in the Town for 1984 of \$31,420, which is 2.2 per cent less than the 1985 salaries of the nine other units. An increase within the range proposed by either the Town or the PBA for 1985 will obviously continue to place the Town of Southampton salary schedule above the average (and well above the average of all except Suffolk County).

After careful review, the Panel finds no overwhelming justification to alter the placement of PBA salaries in relation to other units. More significant to the Panel are the amount of increases negotiated for the years here under review. These are shown in the following table:

REPORTED SETTLEMENTS 1985-86  
(in percentages)

	<u>1985</u>	<u>1986</u>
Suffolk County	8	--
East Hampton Town	7	7
Southold Town	7	7
*Riverhead Town	5	9.2
Southampton Village	8	--
Westhampton Beach	6	6.5
Sag Harbor	7.15	6.75
East Hampton Village	7	8 (split)
	6.89	7.4
AVERAGE		

\*Riverhead Town included reduction of work days.

If Riverhead is omitted, then averages are:

7.16	7.1
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As reflected in the Award, the salary schedule increases for 1985 and 1986 maintain the same degree of growth as generally enjoyed by other nearby comparable units.

As justification for a lower increase, the Town points to the relatively moderate degree of increase in the cost of living over the past year, as reflected in the Consumers Price Index. While this is not ignored by the Panel, the history of negotiations between the PBA and the Town over the past decade shows no particular relationship to the rise in the CPI, particularly when it was increasing at double digit figures.

As to the other related compensation and benefit issues, the Panel has been guided by comparative data in other units as set forth by the parties, as well as by the perceived needs of the parties. In its Award, the Panel takes into account the fact that, by the time of implementation, virtually all of the first year of the two-year Agreement will have been completed. Thus, payments covering 1985 in various categories will be granted as a lump sum and do not serve as an incentive to current and future police officers. Brief comments on these follows:

Differential Pay for Detectives: The present differential of \$800 annually for Detectives is low in comparison to other units. In addition, Detectives do not enjoy a system of standby pay as is practiced elsewhere. The Panel, as noted below, does not believe that instituting a change in the standby system as at present is required in view of the Panel's determination to increase the differential substantially.

Night Shift Differential -- Here too a substantial increase in the amount of night shift differential appears justified on a comparative basis. The Panel, however, finds merit in the Town's proposal to pay such differential only on days actually worked, rather than on the full schedule as at present.

Longevity Pay: Almost two-thirds of the police force in the Town are or will shortly be in service long enough to earn longevity pay which commences at five years of service. Longevity pay cannot be differentiated from regular

salary when it appears in the police officer's salary. The PBA proposes a major increase in longevity pay, to be applied as a percentage of salary. The Panel finds this proposal excessive, particularly when combined with ongoing increases in the salary schedule. Some improvement is warranted, however, and is included in the Award.

Basis of Payment for Longevity: The Town proposes that longevity pay should be based on service in the Town only, with no credit toward previous police service elsewhere (as may be reflected in base salary). Longevity is a reward for service to the employer, and the Panel finds this to be a reasonable proposal. It would be improper, however, to apply such criterion to presently employed police officers, and the Award will so reflect.

Dental Plan and Optical Plan -- The PBA has proposed an expansion of the benefits of the present dental care benefit plan, as well as a new optical care plan. From the cost figures supplied by the PBA, these changes are available at a modest additional cost and are included in the Award as reasonable improvements.

The following proposals are not included in the Award:

Sergeant and Lieutenant Differentials -- These are presently an adequate percentage difference above Police Officer pay, and the Panel finds no convincing basis to make a change.

Payment of Retroactive Pay With Interest -- This settlement comes almost a year after the effective date of the new Agreement, and, for lack of an earlier settlement, police officers have not enjoyed salary improvements throughout the current year. Nevertheless, the Panel does not perceive that the delay has been the fault solely of one party or the other and thus does not include the demand for interest.

Standby Pay for Detectives -- As noted above, Detective differential pay will increase substantially by the second year of the Agreement. In view of this, the Panel does not include change in the existing procedures for standby.

Additional Steps in the Salary Schedule -- The Town proposed to increase the number of steps in the salary schedule from four to six, delaying the time it takes for a newly hired police officer to reach maximum pay. While a number of other units have more than four steps, the Panel does not perceive the need to make a change now, particularly in view of the relative stability of the police force.

Based on all the foregoing and in relation to the factors prescribed by law, the Panel therefore makes the following

A W A R D

1. CONTINUATION OF AGREEMENT: Except as provided below, the collective bargaining agreement between the Town of Southampton and the Police Benevolent Association of Southampton Town, Inc. shall remain in full force and effect.

2. PREVIOUSLY NEGOTIATED CHANGES: All matters previously resolved between the parties during the current collective bargaining shall be incorporated in the new Agreement.

3. LENGTH OF AGREEMENT: The new Agreement shall be effective from January 1, 1985 through December 31, 1986.

4. SALARY SCHEDULE: The salary schedule as referred to in Article II, Section 1 and in the annexed schedule shall be increased by seven per cent effective January 1, 1985 and by a further seven per cent effective January 1, 1986. Retroactive payment of past due salary shall be made promptly by the Town.

5. DETECTIVE DIFFERENTIAL: Article II, Section 4, Detectives Compensation, shall be changed to provide an annual salary differential of \$1,500 effective January 1, 1985 and further changed to \$1,800 effective January 1, 1986.

6. LONGEVITY: Article II, Section 2, Longevity, shall be changed effective January 1, 1985 to provide as follows:

(1) Five (5) years service	\$ 750
(2) Ten (10) years service	\$1,250
(3) Fifteen (15) years service	\$1,750

7. LONGEVITY: Article II, Section 2, Longevity, shall be amended to provide the following additional paragraph:

Notwithstanding the above, the longevity pay for an employee hired on and after January 1, 1986 shall be computed from the date of employment with the Southampton Town Police Department only and not any other police department. Temporary work in any capacity other than as a sworn police officer in the Southampton Town Police Department shall continue, as above, to be deducted from the employees seniority as a police officer.

8. NIGHT DIFFERENTIAL: Article II, Section 3, Night Differential, shall be changed to read in full as follows:

SECTION 3 - Night Differential - Employees working rotating shifts shall be paid night differential in accordance with the following formula:

A. Effective for the calendar year 1985, an employee assigned to three shift rotation shall receive \$1,200 per annum as night shift differential.

B. Effective for the calendar year 1985, an employee assigned to two shift rotation shall receive \$800 per annum as night shift differential.

C. Effective January 1, 1986, an employee assigned to three shift rotation shall receive \$1,600 per annum as night shift differential, except that such amount shall be adjusted as a percentage of days actually worked divided by days in the full schedule.

D. Effective January 1, 1986, an employee assigned to two shift rotation shall receive \$1,200 per annum as night shift differential, except that such amount shall be adjusted as a percentage of days actually worked divided by days in the full schedule.

E. Night Differential shall be paid semi-annually in the first pay period in June and the second pay period in November.

9. DENTAL CARE BENEFIT PLAN: Applicable to present and future employees, the existing dental insurance plan shall be revised to provide the enhanced benefits as proposed by the PBA and previously presented to the Town. This shall become effective as soon as arrangements can be made with the appropriate insurance carrier, but in any event within 90 days.

10. OPTICAL CARE BENEFIT PLAN: A plan for optical care insurance shall be added to Article VI, Section 1, applicable to present and future employees. This plan shall be as proposed by the PBA and previously presented to the Town. This shall become effective as soon as arrangements can be made with the appropriate insurance carrier, but in any event within 90 days.

11. OTHER MATTERS: All other proposals presented to the Panel by the PBA or the Town, having been carefully reviewed, shall not be included in the new Agreement.

DATED: November 27, 1985

PUBLIC ARBITRATION PANEL

*Herbert L. Marx Jr*

HERBERT L. MARX, JR.  
Public Panel Member and Chairman

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this *27<sup>th</sup>* day of *November*, 1985, before me personally came and appeared HERBERT L. MARX, JR., to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

*Eleanor C. Puleo*  
ELEANOR C. PULEO  
NOTARY PUBLIC, State of New York  
No. 31-4730237  
Qualified in New York County  
Commission Expires March 30, 1986

*George Gross - Concun*  
GEORGE GROSS, Employer Panel Member

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF SUFFOLK )

On this *20<sup>th</sup>* day of *November*, 1985, before me personally came and appeared GEORGE GROSS, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

*Cynthia Samuelsen*

CYNTHIA SAMUELSEN  
NOTARY PUBLIC, State of New York  
No. 4704873  
Qualified in Suffolk County  
Term Expires March 30, 1987

*Chester E. Walker* *Direct Sec 4+5*  
*Concun Sec 1-2-3*  
CHESTER E. WALKER, Employee Organization Panel Member

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF SUFFOLK )

On this *26<sup>th</sup>* day of *November*, 1985, before me personally came and appeared CHESTER E. WALKER, to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

*Mary Jablonski*

MARY JABLONSKI  
NOTARY PUBLIC, State of New York  
No. 52-7049100, Suffolk County  
Term Expires March 30, 1986