

Several different hearing dates were thereafter scheduled, but for one reason or another the scheduled hearing never materialized.

Under date of June 9, 1992, at a point in time where no hearing had as yet taken place, the representative of the Employer requested that its above indicated panel designee be replaced by another. The Public Employment Relations Board in compliance with such requested replaced Mr. Marin with Robert V. Kearon, Esq. of 39 Royal Way, Shoreham, N.Y. 11786.

APPEARANCES

FOR THE TOWN OF EAST HAMPTON

Vincent Toomey, Esq.	Labor Counsel
Tony Bullock	Supervisor

FOR THE EAST HAMPTON PBA

Reynold A. Mauro, Esq.	Labor Counsel
Eugene Schirmacher	President
Kenneth Brown	Vice President
William McGintee	Delegate
John Lakeman	Treasurer
Edward Fennell	Fiscal Consultant

The statutory provisions applicable to the Compulsory Interest Arbitration as set forth within Section 209.4 of the Civil Service Law, directs that the Public Arbitration Panel in arriving at a just and reasonable determination of the matters in dispute, shall specify the basis for its findings, taking into consideration:

- 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 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.

In addition, the Statute directs the panel to take into consideration any other relevant factors.

The Public Arbitration Panel conducted hearings at which the full negotiating teams for both parties were present and at which all parties were given an adequate opportunity of giving testimony and presenting both orally and in written form, documentation and data to substantiate its respective positions.

Said hearings, at which no official transcript of the proceedings was made, took place on

June 18, 1992
and
June 19, 1992

at the East Hampton Town Municipal Building located on Route 27 in East Hampton, New York.

At the conclusion of the hearings the parties declined submitting any post-hearing data, and in addition jointly requested that the ultimate Award be expedited.

Accordingly after examining the data presented, the panel met in executive session to evaluate and discuss the facts, arguments and evidence offered during the two days of hearings.

The following items were at impasse, and on which positions, arguments and data was presented:-

1. Salaries
2. Longevity
3. Sick Leave
4. Termination Pay Benefits
5. Vacation Leave
6. Off-Duty Employment
7. Health Insurance
8. Death Benefits
9. Dental Insurance
10. Uniforms
11. Cleaning Allowance
12. Overtime Meal Allowance
13. Association Leave Time
14. Canine Unit
15. Probationeers
16. Marine Division
17. Tour Changes
18. Retirement
19. Bill of Rights
20. Pending Grievances & I.P.'s

The parties, after requesting that the Panel's Award be expedited, agreed that it would not be necessary for the Award to set forth the rationale for the various items. An assurance that the Panel would consider each position in the same manner as would be done if the more customary detailed Award was to be issued, would be sufficient.

The Panel however wants both parties to be aware that each of all of their arguments and documentation was carefully considered and given the same weight that would have been given if a more detailed Award was issued.

The Panel in agreeing to the expedited format recognized that the parties are now well into their eighteenth month without an Agreement and without having received any wage increase.

NOW THEREFORE, the duly designated Public Arbitration Panel, after considering all of the evidence and arguments presented, makes the following:-

AWARD

1. That the salaries of all members of the bargaining unit shall be increased as follows:-

- a. 4% retroactive to April 1, 1991
- b. 2% retroactive to February 1, 1992
- c. 3% on December 1, 1992
- d. 3% on March 1, 1993
- e. 3% on September 1, 1993

2. That Section 10 of the Collective Bargaining Agreement relating to "Longevity" be amended so as to reflect that all members of the East Hampton Town Police Department be entitled as of January 1, 1992 the following "Longevity" stipends:-

\$1,125.00 upon completion of
five (5) years of service

\$1,875.00 upon completion of
ten (10) years of service

\$2,375.00 upon completion of
fifteen (15) years of service

That effective January 1, 1993 "Longevity" stipends shall be further increased to:-

\$1,250.00 upon completion of
five (5) years of service

\$2,000.00 upon completion of
ten (10) years of service

\$2,500.00 upon completion of
fifteen (15) years of service.

3. That effective with 1992 the "sick leave" entitlement under the opening paragraph of Section 6 be increased to twenty-two (22) days.

That Paragraph F of Section 6 be amended so as to provide that:-

When pregnant, an employee may use her sick time, personal days, vacation days, and any other accumulated days off as her maternity leave. Police Officers on maternity leave shall further be permitted a leave of absence, without pay, for up to six (6) months. The Town shall continue medical, dental and optical insurance for the duration of the maternity leave.

4. That Paragraph D of Section 7 entitled "Termination Pay & Benefits" be amended to reflect that henceforth:-

Any employee who terminates from employment for any reason other than cause will be reimbursed for all earned and deferred benefits such as wages, unused compensatory time (to be paid in cash), overtime pay, holiday and special days pay, and unused vacation time.

With regard to sick leave, an employee who resigns with less than ten (10) years of service will receive no payment. An employee with ten (10) or more years of service will receive a 50% payment of what the sick time payout would have been for said employee if he/she had retired with at least twenty (20) years of service, i.e., 50% of the benefit available under section 7(A) of the contract.

Once an employee has reached fifteen (15) years of service, the employee shall receive 75% of what the employee's retirement payment would have been had the employee retired with at least twenty (20) years of service under section 7(A) of the contract.

Section 7(B) of the agreement shall be applicable to the payout of accumulated sick leave for employees who terminate from the Town.

5. That Section 9 relating to "Vacations" be amended so as to indicate that anyone hired on or after January 1, 1992 shall be entitled to the following annual vacations:-

First year.....7 working days
Second to fifth year.....14 working days
Fifth to fourteenth year.....21 working days
Fifteenth year to separation..28 working days

6. That Section 11 headed "Off-Duty Employment" shall be amended to provide that:-

Subject to rules and regulations set forth in state and federal law, there shall be no additional restrictions for employees on outside (off-duty) employment. Employees may not use departmental property or equipment on such outside employment.

7. That Section 15 relating to "Health Insurance" benefits shall be amended to provide that:-

The Town shall provide Medical Insurance in accordance with the East Hampton Town Health Insurance Plan.

A copy of the Town's Medical Plan shall be attached to the 1991-93 Agreement and enumerated benefits shall not be changed or modified until a different contract is negotiated or is imposed through an Interest Arbitration Award resulting from future negotiations.

That in order to maximize the health Insurance benefits of Town employees and provide such benefits in a cost-effective manner, a Health Insurance Committee (hereinafter "HIC" shall be formed.

That the said HIC shall consist of one representative from the Police Benevolent Association, one representative from the Civil Service Employees Association, one member of the East Hampton Town Board and the Administrator of the Town health insurance plan. In the event that any of the Unions choose not to participate in the HIC, the remaining members will act as the Committee. Any decision of the HIC to be binding must be unanimous.

The jurisdiction of the HIC shall be divided into advisory determinations and final and binding determinations as follows:-

Advisory functions:-

A. The HIC shall have the authority to study and address issues that impact upon the accessibility, quality and costs of the Town health insurance plan.

B. The HIC shall have the authority to recommend changes in the plan including, but not limited to, increases or decreases in areas of coverage, benefit levels or restrictions on usage.

Final & Binding functions:-

All beneficiaries of the Town health insurance plan shall have the right to file an appeal of any denial of any health insurance claim. The Committee shall hear such appeals in an expeditious, confidential manner and determine whether the claim should be paid.

In the event of a deadlock on any such claim, issue voted upon by the HIC, the Town Supervisor or his designee shall cast the deciding vote instead of the Town Board.

This Committee shall however not supersede the existing medical (Peer Review) review procedures.

Any recommendations of the HIC which would alter the benefits available under the plan must be approved by the authorized collective bargaining representatives of the PBA, the Town Board and the CSEA (who is also a party to the Plan).

8. That the Town maintain Health Insurance benefits for the family of a deceased employee for one (1) year from the date of the employees death.

That at the time of death of an employee, the employee's spouse or Estate shall receive payment for unused but earned accumulated compensatory time.

10. That as of January 1, 1992, Section 15B be amended so as to reflect that the Town pay the Association Dental Fund the sum of five hundred fifty (\$550) dollars per employee for each year of the contract.

Payments shall be made and the Fund administered as follows:

The Fund shall be administered by an individual or agency mutually designated by the Town and the P.B.A.

The cost of the administrator shall be borne by the Town. The Town's contributions to the Fund shall be made in two equal payments of two hundred seventy-five (\$275) dollars. The first payment shall be made on February 1 and the second payment on July 1 of each contract year. [For 1992, the first payment shall be made as soon as practicable after the issuance of this award.] The February payment shall be for \$275.00 for each employee.

These payments shall be prorated and adjusted to reflect additions and subtractions to the employment roll. [i.e. the February payment shall be \$225 for each employee on the payroll as of February 1, 1992 in the event one or more employees begin or terminate employment prior to July 1, the July payment shall be increased or decreased to reflect those changes.]

The Town shall be held harmless from any claims or liabilities as a result of its compliance with this provision.

11. That Section 17 pertaining to "Uniforms" be amended so as to reflect a \$50.00 increase in the maximum uniform allowance to five hundred (\$500.00) dollars as on January 1, 1992.

12. That Section 18 pertaining to "Cleaning Allowance" be amended so as to reflect a \$50.00 increase therein on January 1, 1992 to \$550.00.

13. That the meal allowance set forth in Section 20F be increased henceforth to \$8.00.

14. That "Association Leave Time" under Section 30 be increased from 24 days to a maximum of 28 days.

That said Section be further amended so as to provide that the PEA President or his designee, when on authorized Association leave time pursuant to the provisions of the Agreement shall be considered as being on duty by the Worker's Compensation Carrier and/or the Board. [This provision however shall not be extended to any other benefit such as General Municipal Law 207-C or to any disability retirement benefit.

15. That effective with July 1, 1992 the annual compensation to members of the Canine Unit shall be increased to \$1,200.00 annually.

16. That Section 56 be amended so as to clarify that the exclusion of entitlement to reimbursement for Transportation and Travel expenses "for training" is intended to relate to "reimbursement for transportation and travel expenses to and from training is confined to basic Academy time."

That the prohibition against polygraph tests shall henceforth apply to probationary Police Officers too.

17. That all contractual references to the "Marine Division" be deleted from the Contract.

18. That Section 42 be amended so as to allow the Chief of Police, for purposes of training to change a tour upon five (5) days notice instead of the prior seven (7) days. Tour changes however shall be limited to changing the hours on the same day that such training was originally scheduled for.

Nothing in this Award however is intended to change the respective rights of the parties as they existed in their prior Contract with respect to changes of tours for purposes of other than training.

19. That Section 8 pertaining to the "Retirement System" shall be amended so as to indicate and contractually identify all retirement benefits currently in effect.

20. That Section 32B relating to the Miranda decision be deleted from the Contract.

21. That the P.B.A. withdraw with prejudice those currently pending and outstanding grievances and/or improper practice charges relating to (1) Health Insurances, (2) Duty Tour changes, (3) Dental Contributions and (4) Supervisors October 14, 1991 letter-Case U-12959.

The Town shall credit one day each to Grievant's Fenellon and Claflin, the named Grievants in the "duty tour change" grievance as identified during the arbitration session.

22. That employees be allowed to purchase a tax deferred plan and have the premium deducted from payroll.

23. That all portions of the most recently expired contract covering years 1989 and 1990 not inconsistent with the aforesaid Awards shall continue in full force and effect and be incorporated into the 1991-1993 Agreement.

24. That any items that may have come before the panel, which may not have been specifically addressed herein, should be considered as having been rejected by the panel, with the same effect as if a specific Award against the position advanced was made.

X X X X X

The undersigned panel is unanimous in all aspects of this Award.

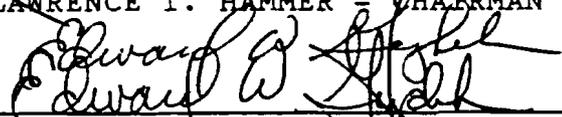
The Panel wishes to compliment the negotiating teams for the diligent efforts each made and for their fine presentations.

Respectfully submitted

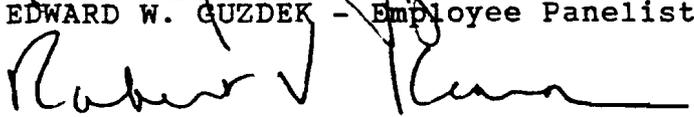
this 17 day of July, 1992



LAWRENCE I. HAMMER - CHAIRMAN



EDWARD W. GUZDEK - Employee Panelist



ROBERT V. KEARON - Employer Panelist

