

APR 19 1996

STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

CONCILIATION

-----X
: IN THE MATTER OF THE IMPASSE

Between

: AWARD OF
: ARBITRATION
: PANEL

TOWN OF EAST HAMPTON

: PERB #IA-94-018

Public Employer

: M-94-51

- and -

EAST HAMPTON TOWN P.B.A.

Public Employee Unit
:-----X

Under date of March 7, 1995 the New York State Public Employment Relations Board determined that a dispute continued to exist in the negotiations involving the parties designated herein, and that said dispute came under the provisions of the Civil Service Law, Section 209.4.

Pursuant to the authority vested in the New York State Public Employment Relations Board under Section 209.4 of the Civil Service Law, a Public Arbitration Panel was designated for the purpose of making a just and reasonable determination of the dispute.

The Public Arbitration Panel consisted of the following:

PUBLIC PANEL MEMBER AND CHAIRMAN

John E. Sands, Esq.
55 Park Street
Montclair, NJ 07042

EMPLOYER PANEL MEMBER

Alan C. Marin, Esq.
3000 Marcus Avenue
Lake Success, NY 11042

EMPLOYEE ORGANIZATION PANEL MEMBER

Edward W. Guzdek
112 State Street
Room #1120
Albany, NY 12207

Hearings commenced on the 26th day of September, 1995 at the Town of East Hampton.

APPEARANCES

FOR THE TOWN OF EAST HAMPTON

Vincent Toomey, Esq.
Tony Bullock

Labor Counsel
Town Supervisor

FOR THE EAST HAMPTON PBA

Reynold A. Mauro, Esq.
Robert Woods
Tracy Griffiths
Eugene Shirmacher
Edward Fennell

Labor Counsel
President
Vice President
Past President and Director
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.

That no official transcript of the proceeding was made and the parties stipulated that the record of the proceedings consists of submitted exhibits and the arguments made by the parties and their representatives to the panel.

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 were presented:-

1. Salaries
2. Longevity
3. Vacation restrictions
4. Dental Plan
5. Optical Plan
6. Uniform and Cleaning Allowances
7. Night Differential
8. Association Leave Time
9. Disciplinary Proceedings
10. Health Insurance
11. Increased Work Year

AWARD

1) Salary: An award of salaries of all members of the bargain unit shall be increased as follows:

- a. 4.5% retroactive to October 1, 1994
- b. 4.5% retroactive to July 1, 1995
- c. 4.5% effective July 1, 1996

2) Longevity: 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, 1996 the following "Longevity" stipends:

\$1,350.00 upon completion of
five (5) years of service

\$2,100.00 upon completion of
ten (10) years of service

\$2,600.00 upon completion of
fifteen (15) years of service

3) Night Differential: Effective January 1, 1996 Section 27 of the Collective Bargaining Agreement shall be amended to provide as follows:

Employees assigned to rotating tours of duty on a two shift basis shall receive night differential in the amount of \$3,000 per year.

Employees assigned to a three (3) tour schedule and to work more than 50 night tours between the hours of 15:15 pm and 07:15 am shall receive night differential in the amount of \$3,250.00 per year.

4) Health Insurance: As of January 1, 1996 Section 15B of the Collective Bargaining Agreement shall be amended so as to reflect that the Town shall pay the association dental plan the amount of \$650.00 per employee for each year of the contract and further that the Town shall pay the sum of \$150.00 per year to the association optical plan for each employee for each year of the contract.

That Section 15 of the Collective Bargaining Agreement relating to health insurance shall be amended to provide that:

A. That on or after January 1, 1996 the Town shall have the option to change the health insurance program from the existing health insurance plan administered by the Island Group to the New York State Health Insurance Plan (Empire Plan) at the benefit level

closest to the Town administered IGA program. Disputes, if any, regarding which level of the Empire Plan is most appropriate, if not resolved, shall be submitted to arbitration to the chairman of the current interest arbitration panel, and the Town shall not implement any proposed change until such time that the association agrees in writing to such change or the arbitrator renders his award.

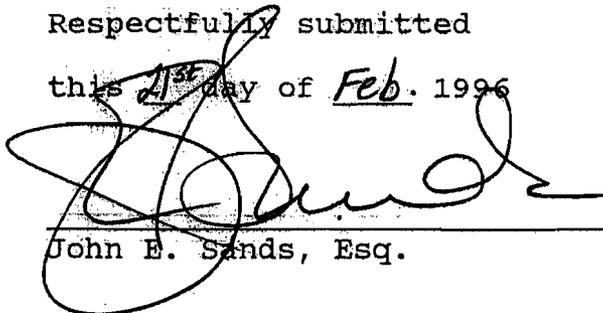
B. With regard to health insurance the panel also notes that the prior arbitration panel in its award issued on July 17, 1992 created a health insurance committee to explore the implementation of such benefits in a cost effective manner. This panel also notes that said committee never met. This panel urges that this committee continue and the continuation of said committee is herein made part of the within arbitration award. This panel further directs that the committee shall meet at the request of any of the parties.

C. The PBA has informed the panel that it filed a grievance regarding the Town's unilateral implementation of changes in health insurance benefits. Since the benefits have been implemented, the P.B.A. grievance submitted as grievance #3 of 1995 to the Suffolk County Department of Labor is in fact rendered moot and it is thereby directed that the P.B.A. shall forthwith withdraw such grievance with prejudice.

~~5) Continuation of Benefits:~~ All demands not specifically addressed by this award are rejected. In all other respects, the parties shall continue terms and conditions of employment as provided for in the prior expired contract as modified by the "Hammer" Arbitration Award.

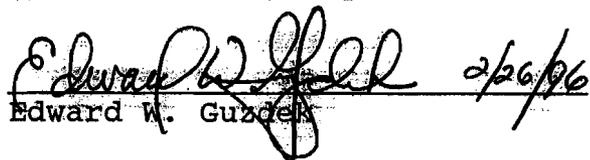
The undersigned panel is unanimous in all aspects of this Award.

Respectfully submitted
this 21st day of Feb. 1996



John E. Sands, Esq.

Alan C. Marin, Esq.



Edward W. Guzdek

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

Respectfully submitted
this __ day of ____ 1996

John E. Sands, Esq.


Alan C. Marin, Esq.

Edward W. Guzdek